

Seattle Police Relief Association
Benefit Plan
(Non-Medical Benefits for Active and Retired SPRA
Members)

SUMMARY
PLAN DESCRIPTION

If you have questions about specific benefit provisions or limitations of this Plan, please contact the Seattle Police Relief Association Office. The address and phone number are located in this brochure.

TABLE OF CONTENTS

| | <u>Page</u> |
|--------------------------------------|-------------|
| Emergency Loan Program | 1 |
| Emergency Relief Program..... | 3 |
| Education and Training Program | 3 |
| Death Benefit Program..... | 4 |
| Vacation Condominium Program | 5 |
| Athletic Benefit..... | 7 |
| Summary Plan Description | 8 |

SPRA OFFICE

This SPRA Benefit Plan is administered by a Board of Trustees, which can be contacted at the SPRA office, as follows:

Board of Trustees
Seattle Police Relief Association
2517 Eastlake Avenue East #101
Seattle, Washington 98102
Phone: 206-726-9095
FAX: 206-726-8767
spra@reliefassociation.org

SPRA BENEFIT PLAN

The Seattle Police Relief Association (the “Association” or “SPRA”) is established for the benefit of active and retired members of the Seattle Police Department. The SPRA hereby establishes this Benefit Plan for the purpose of promoting the welfare of all covered persons through vacation benefits, emergency loans and grants, death benefits, and education programs.

This brochure contains descriptions of the following Programs:

- Emergency Loan Program
- Emergency Relief Program
- Education and Training Program
- Death Benefit Program
- Vacation Condominium Program
- Athletic Benefit

Emergency Loan Program

Emergency Loan Program Rules and General Information:

1. Federal regulations permit the SPRA to make loans only for certain reasons, such as emergencies and times of distress. Applications for loans are therefore restricted to the following categories:
 - a. Education or training
 - b. Job readjustment
 - c. Temporary living expenses
 - d. Disaster expenses such as fire or flood
2. Members with a year or more of membership in the SPRA may apply for loans of a minimum \$500 to a maximum of \$1,000. Members with less than a year's membership in the SPRA may apply for loans only in the amount of \$500. Members are limited to two loans within five years of the date the first loan is issued.
3. **Members must be on active duty at the Seattle Police Department.** Loans are not available if there is a reasonable likelihood that the member will resign, retire, or be on medical leave during the 18-month life of a loan. Should any of these conditions arise, members must immediately contact the SPRA office to arrange payment of the balance of the loan.

4. Each borrower will sign a Promissory Note, which will include an assignment of wages agreement.
5. Loans will be repaid only through payroll deduction. Deductions will be taken from the second paycheck of each month.
6. Payments will be based on principal plus .6% interest per month (or 7.2% interest per year) on the borrowed amount, deducted in equal installments over 18 months.
7. Members may pay off their loan balance at any time, without any penalty, by making payment to the SPRA office.
8. If there is any overpayment discrepancy between the last payment and the total amount owed, the SPRA will issue a check to the member for the overpayment.
9. A member may not apply for a new loan until 30 days after the original loan is paid in full. If a member needs a second loan within one year of the date the first loan is paid in full, written explanation of the nature of the emergency must be submitted with the loan application. The Board of Trustees reserves the right to approve or reject such applications for second loans.
10. The existing loan balance must be paid in full if a member either leaves employment of the Seattle Police Department or ends membership in the SPRA.
11. "NSF" or "account closed" checks received by the SPRA will automatically result in a \$10 charge to the member.
12. Violation of any of the conditions of this loan may result in any or all of the following sanctions:
 - a. The member's payroll check may be assigned to the SPRA.
 - b. The member may not be eligible for a new loan for two years.
 - c. The member's membership in the SPRA may be terminated.

To apply for an Emergency Loan:

1. Obtain an application from the SPRA office.
2. Submit your completed application to the SPRA office.
3. After receiving the request, the SPRA Administrator will make a determination as to whether you qualify for a loan based on the Emergency Loan Program rules, and if so, for how much.

Emergency Relief Program

The SPRA has a special emergency fund for the purpose of aiding members and their dependents in times of unusual emergency or crisis. Monies given from this fund are considered a gift, rather than a loan. There is no repayment required and no interest charged. Grants are given for no more than \$5,000 per emergency to any one member or family.

Active or retired members in good standing are eligible to apply for an emergency relief grant. Should the member be deceased, then the member's widow or widower or dependent children become eligible to apply for an Emergency Relief grant. In the past, grants have been given for serious need upon the member's illness or death, severe financial need when the member has no other reasonable resources, and other extreme situations.

To apply for the Emergency Relief Grant:

1. State in writing the reason for the request, the circumstances involved, and the amount requested. No particular form or format is required.
2. Submit your request to the SPRA office.
3. After receiving the request, the Board of Trustees will decide whether the particular circumstances warrant dispensing funds, and if so, how much. A three-quarters majority vote of the Board of Trustees is needed in order to award a grant.

Education and Training Program

The SPRA has established a fund to help members meet the cost of work-related education and training. The SPRA Education and Training Program will reimburse tuition expenses of up to \$300 per member per year. Benefits are payable for courses for which the member pays full tuition. Benefits will be paid at the end of each quarter to members who submit an application and evidence of having successfully completed the class or program during that quarter. Active members in good standing are eligible to apply for tuition reimbursement.

To apply for Education and Training Benefits:

1. Submit a completed application to the SPRA office with a copy of the city's denial of tuition funding.

2. Upon completion of the class, submit a copy of your certificate of completion to the SPRA office.

The Education and Training Program will reimburse a maximum of \$10,000 in tuition for all applicants each quarter. If the number of applications for reimbursement would result in benefits in excess of \$10,000 in any quarter, benefits will be paid on a first come, first served basis according to the date applications are received in the SPRA office. Any funds remaining at the end of each quarter will be accumulated until the end of the year and used to reimburse members whose applications were denied during any quarter of the same year due to the maximum reimbursement rules.

Death Benefit Program

Members in good standing of the SPRA receive a member death benefit of up to \$5,000 (see the Options outlined below for the specific benefit amount). The member death benefit will be paid to the beneficiary or estate of the member who dies while in good standing, unless the member has selected another option, described below. The member death benefit will be paid in one payment, unless otherwise directed by the member and/or the beneficiary. If the beneficiary has pre-deceased the member, the member death benefit is paid to the member's estate.

Active, retired and vested members in good standing may also receive a fifteen hundred dollar (\$1,500) spousal death benefit (depending upon the Option selected below). This spousal death benefit will be paid to the member upon the death of the member's spouse, unless the member has selected Options 2 or 3, below. If the member pre-deceases his or her spouse, there will be no spousal death benefit.

Active members: The beneficiary or estate of any person who dies while a sworn officer of the Seattle Police Department (SPD) and an active member of the SPRA will receive a death benefit of \$5,000.

Vested members (non-active): The beneficiary or estate of any person who dies with a minimum of 15 years service as a sworn officer of the SPD, *and* who has left employment with the SPD, *and* who has retained dues paying membership in the SPRA, will receive a death benefit of \$2,500

Retired members: Members who have retired from the SPD and who were active members of the SPRA for at least twenty-five years, automatically receive Option 1, unless Option 2 or Option 3 is selected. Both member and spouse must sign for selection of the chosen option; if they do not, then Option 1 is the default selection.

Option 1. REDUCED SPRA DUES. The death benefit amount that the beneficiary receives is \$2,500, and the member's SPRA dues are reduced to 50% of the regular dues. In addition, retired members who select Option 1 receive the \$1,500 spousal death benefit.

Option 2. NO SPRA DUES. The member agrees to reduce the death benefit amount that the beneficiary receives to \$1,500, for which the member retains membership for the rest of his or her life, without further SPRA dues. In this option, the member is ineligible for the spousal death benefit.

Option 3. PRE-DEATH BENEFIT. The member agrees to receive \$1,000 in cash before his or her death, and pays no more SPRA dues. In this option, the beneficiary receives no money upon the death of the member and the member is ineligible for the spousal death benefit. The member retains membership for the rest of his or her life.

Retired members who have selected Option 1, 2, or 3, may still participate in the *medical plans* by paying the Plan premium or holding fee, and may also participate in the *Emergency Relief, and Condominium Programs*.

Members in good standing of the SPRA automatically participate in the Death Benefit Program. There is no requirement for an application to be submitted.

Vacation Condominium Program

The SPRA has established the Vacation Condominium Program for the benefit of active and retired members. The SPRA owns condominiums in Maui, Hawaii, Phoenix, Arizona, Sunriver, Oregon, Whistler, British Columbia, and Chelan, Washington. Through the Vacation Condominium Program, the SPRA offers members the opportunity to use the condominiums at rates significantly below fair market rental rates. The benefit is available to members in good standing.

Vacation Condominium Program Rules and General Information:

The condos are for the exclusive use of members of the SPRA and their families. Members must comply with the following rules when using any of the condos.

1. Reservations for all condos are made by lottery one year in advance. To participate in the lottery, check for vacancies, or make reservations, call or email the SPRA office.

2. You must submit a \$200.00 deposit to hold your reservation. Deposits must be submitted by the date shown on your “Condo Use Agreement” (available from SPRA when you make your reservation). **Failure to pay the deposit on time will forfeit your reservation for the unit.**
3. You will not be refunded any part of your deposit if you cancel reservations within the following time frames. The *only* exceptions the Board of Trustees will consider are serious illness, serious debilitating personal injury, accident, or Act of God.

Phoenix, Sunriver, Whistler and Chelan: within 30 days of the date reserved
Maui: within 90 days of the date reserved

4. The balance is due in full when you pick up the unit keys from the SPRA office. You may get keys up to a week before your reservation date.
5. Use of the condos requires you to pay a \$100.00 damage/cleaning deposit (\$200 for the Maui condo) when you pick up the keys before your reservation date. The deposit will be refunded to you after SPRA receives its inspection report from the housekeeper. If extra cleaning or repairs are required, your deposit will be used to cover the cost. Any remaining portion of the deposit will be refunded to you.
5. The member must be present at the condo during the reserved time and may not sub-lease, loan, or allow the unit to be used by anyone else.
6. Members will be billed for long distance telephone calls made while using the condo.
7. Absolutely NO PETS or other animals are allowed inside any of the condos. This rule is rigidly enforced because many people are allergic to animals, and pets can cause damage and odor problems.
8. Absolutely NO SMOKING is allowed inside any of the condos, or on their porches, lanais, decks or balconies. You may smoke only outside the unit using appropriate ashtrays.
9. Members are responsible for the cost of lost keys, extra cleaning, damages or items missing from the unit. This will include steam cleaning the carpets due to spills not thoroughly cleaned up.
10. You may not park recreational vehicles, including motor homes, campers and trailers, at the Sunriver condo. Sunriver has RV storage space, but you must arrange for such a space in advance with Sunriver. The assigned parking stall is #27 at Maui and #53 at Chelan.

11. Members must abide by the noise and nuisance bylaws at Glacier's Reach (Whistler). In a seven-day period you are given one warning before being fined. The second offense is \$25.00, the third is \$50.00, and the fourth is \$100.00. Members are financially responsible for these fines.
12. Members must pay additional charges incurred in the event the hot tub needs extra maintenance during or after your stay. This includes water changes and calls to the hot tub maintenance company to reset jets, etc. (Whistler only).
13. You will be ineligible to use any of the condos in the future if you fail to comply with rules two through twelve.

Athletic Benefit

The SPRA encourages health and wellness in its members and therefore offers a fitness benefit to all members in good standing. The Seattle Police Gyms provide several fitness facilities to accommodate all active police members.

1. SPRA members in good standing will not be required now, or in the future to pay the \$50.00 registration fee to the Seattle Police Gyms.
2. SPRA members will pay an annual maintenance fee for membership in the Seattle Police Gyms.

The following “SUMMARY PLAN DESCRIPTION” contains very important information about your rights under federal law, in the event you decide to participate in the Plan described herein.

SUMMARY PLAN DESCRIPTION

1) Name of Plan

This Plan is known as the SPRA Benefit Plan.

2) Name, address and telephone number of Plan Administrator

This Plan is administered by a board of trustees, the name, address and telephone number, which is:

Board of Trustees
Seattle Police Relief Association
2517 Eastlake Avenue East #101
Seattle, WA 98102
206-726-9095 or fax 206-726-8767
Email: spra@reliefassociation.org
Web site: reliefassociation.org

3) Identification Numbers

The Employer Identification Number assigned to the SPRA by the Internal Revenue Service is EIN 91-0403365.

The Plan Number is 502

4) Type of Plan

This Plan can be described as a self-insured welfare benefit plan providing vacation benefits, emergency loans and grants, education and training benefits, and death benefits to members of SPRA and their eligible dependents. This Plan is a voluntary, member elective plan, available to members as described in Item 6.

5) **Name and address for agent for service of process**

Each member of the Board of Trustees is an agent for purposes of accepting service of legal process on behalf of the Plan. The address for all of the Trustees is c/o the Seattle Police Relief Association, 2517 Eastlake Avenue East #101, Seattle, WA 98102. The names of the Trustees are as follows¹:

| | |
|----------------------------------|----------------------------|
| Jim Dermody, President | Rob Blanco, Vice President |
| Walt Hayden, Secretary/Treasurer | Shane Anderson |
| Robert Besaw | Debra Brown |
| Bryan Grenon | Brian Lundin |
| Aaron Sausman | Peter Schrantz |
| Frances Smith | Paul Suguro |

6) **Participation and eligibility**

a) Member Eligibility: The SPRA Bylaws govern membership in the Association. Generally, active and retired members in good standing of the SPRA are eligible to apply for benefits. Please refer to the specific eligibility requirements listed with each program description, above.

b) Active Member Definition: An active member is a qualifying regular member of the SPRA who is on active service with the Seattle Police Department on or subsequent to the effective date of the Plan.

c) Retired Member Definition. A retired member is a member who has officially qualified as retired from the Seattle Police Department, who has maintained his or her membership in the SPRA.

d) Dependent Definition: A Dependent is: (1) The lawful spouse or registered domestic partner of an eligible member or deceased member; or (2) An eligible member's unmarried child(ren) from the child(ren)'s date of birth to age 26, if the child(ren) is/are financially dependent on the member for support.

The term child(ren) also includes any adopted child or stepchild who is primarily dependent on the eligible member for his/her support.

If both parents of an eligible dependent child are eligible members then the child is considered an eligible dependent of one member only.

In no event will the term eligible dependent include any person who is an eligible member, nor one who is on active full-time military duty.

¹ To request the most current list of SPRA Trustees please call or write the SPRA Office.

e) Dues. The SPRA Bylaws govern the dues for membership in the Association. The membership dues are \$25 per month; however, once any Member has had membership in the Association for greater than 25 years, dues are automatically reduced to \$12.50 per month. For Active Members, dues are paid in advance through monthly automatic payroll deductions. Retired Members are billed quarterly in advance.

7) **Benefits**

Benefits will be paid under the Plan in the sole discretion of the Board of Trustees based on whether the applicant meets the requirements of the individual benefit programs and based on the facts and circumstances of each case.

8) **Circumstances, which may result in ineligibility or denial of benefits**

Circumstances, which may result in disqualification, ineligibility, denial or the loss of benefits, include:

- a) failure to pay your SPRA dues;
- b) termination of your membership in SPRA;
- c) fraudulent claim filing;
- d) noncompliance with the specific requirements of any of the Programs;
- e) modification or termination of the Plan. The Board of Trustees retains the authority to modify or terminate the Plan.

9) **Source of contributions**

Contributions to this Plan are made by members who elect to enroll in the Plan.

10) **Entities used for accumulation of assets and payment of benefits**

The contributions are received and held by the Board of Trustees in SPRA's bank and investment accounts pending the payment of benefits and administrative expenses.

11) **Plan year**

The Plan runs from January 1 to December 31.

12) Procedures to be followed in presenting claims for benefits and remedies

In order to claim any benefits under this Plan, you must contact the SPRA office and complete the appropriate application for benefits or otherwise provide the necessary documentation to demonstrate that you qualify for benefits under a particular program. Please refer to the individual program eligibility requirements described above for details. Your application and/or proof of eligibility must be submitted in writing to:

Seattle Police Relief Association
2517 Eastlake Avenue East #101
Seattle, WA 98102
206/726-9095 or fax 206/726-8767
spra@reliefassociation.org

13) Statement of legal rights

As a participant in the SPRA Benefit Plan, you are entitled to certain rights and protection 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 Plan Administrator's office, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports (form 5500 series) and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each enrollee with a copy of this summary financial report.

In addition to creating rights for Plan enrollees, ERISA imposes obligations on the persons who are responsible for the operation of the benefit Plan.

These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the Plan enrollees and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan. No one, including your employer, may fire you or otherwise discriminate against you to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done and to receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials 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 Board of Trustees 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 Administrator.

If you are improperly denied a benefit in whole or in part, you have the right to a hearing before the Board of Trustees, provided you make such a request within 181 days after learning of the denial. The trustees will conduct a hearing during which you may present your position and any evidence in support thereof. You may be represented at the hearing by an attorney or by any other representative of your choice. Thereafter, the Trustees shall issue a written decision affirming, modifying or setting aside the former decision no later than five days after the benefit determination related to the hearing is made. If you exhaust the claims and appeal procedure, you may bring an action in federal court pursuant to ERISA Section 502 (A). If it should happen that Plan Administrators 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 the 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 frivolous).

If you have any questions about this statement or your rights under ERISA or if you need assistance obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 300 Fifth Avenue, Suite 1050F, Seattle, Washington 98104, phone (206) 757-6781 or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. If you have any questions about your Plan, you should contact the Seattle Police Relief Association.

RESERVATION OF RIGHTS

Although the Trustees hope to provide benefits for the indefinite future, the Trustees nonetheless reserve the right and power to adjust benefit levels up or down, and to terminate the Plan. Such adjustments or termination could apply to current as well as future retirees. In case of termination, plan assets will be distributed to plan participants according to IRS rules.