



BEN HUDNALL MEMORIAL TRUST

SUMMARY PLAN DESCRIPTION & PLAN OF BENEFITS

KAISER PERMANENTE &
THE COALITION OF
KAISER PERMANENTE UNIONS

BEN HUDNALL MEMORIAL TRUST

SUMMARY PLAN DESCRIPTION
&
PLAN OF BENEFITS

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The Power of Partnership

BEN HUDNALL MEMORIAL TRUST SUMMARY PLAN DESCRIPTION AND PLAN OF BENEFITS

INTRODUCTION

In accordance with the Agreement and Declaration of Trust ("Trust Agreement") for the CKPU-KP Education & Training Trust Fund ("Trust" "Fund," or "Education Fund"), the participating Kaiser Permanente Medical Care Program employers ("Kaiser Permanente" or "Employer(s)") and the Coalition of Kaiser Permanente Unions ("the Coalition," also referred to as "CKPU") are the "Settlers" of the Trust and parties to the Trust Agreement. They have established the Education Fund to provide a program of career development and upgrade training programs and services (the "Plan") implemented and administered under the direction of the Board of Trustees of the Education Fund. This document is the official Plan document and Summary Plan Description ("Plan Summary") for the Plan. This Plan and the Fund are also known and referred to as the *Ben Hudnall Memorial Trust* and use of the name *Ben Hudnall Memorial Trust* has the same legal meaning as use of the more formal Fund and Plan designations.

The Plan is a jointly trustee labor-management fund (also referred to as a "Taft-Hartley Fund") maintained pursuant to the Collective Bargaining Agreements between Kaiser Permanente and Unions affiliated with the Coalition. A copy of the Trust Agreement and the current Collective Bargaining Agreements are available to you at the Fund's offices, and you may obtain such copies upon written request to the Fund. The Plan Summary describes the benefits funded by the Fund under the Trust Agreement pursuant to the Collective Bargaining Agreements. This should be read in conjunction with those agreements, and any ambiguity should be resolved to give the intended effect to the structure as a whole. In the event of any conflict between the Plan Summary and the Trust Agreement or Collective Bargaining Agreements, the Trust Agreement and Collective Bargaining Agreements shall govern.



I. PROGRAMS AND ELIGIBILITY

Kaiser Permanente and the Coalition have developed jointly a set of national and regional programs funded from the Education Trust to make career counseling services, workforce training, and education available to Eligible Employees. The course offerings and programs are constantly developing, and the Fund strives to offer programs that are relevant to your needs and responsive to the realities of a rapidly changing and fluid health care and work environment. For a complete list of current counseling services, workforce training, and education benefits and programs, including all eligibility requirements associated with such benefits or programs, please contact the CKPU-KP Education & Training Trust Fund Office, or the Regional Fund Offices, and/or go to <http://www.bhmt.org>. This section provides a summary of the benefits offered.

A. Benefits and Services: Programs Offered

1. Career Counseling. The Career Development Program provides career counseling services to participants, which are made available in each regional or national function. These services include skills and interest assessments, individual and group career counseling, and individual development plans. Career counseling will assist participants in finding appropriate training/development resources and accessing available funding sources.

Participants may access web-based career planning and development tools, including career ladders, career counseling services, and links to training resources.

2. Workforce Training and Education. The Fund will provide workforce development programs and services in the following areas:

- a. Career Preparation and/or Course Prerequisites:
 - Basic skills
 - Second language
 - Computer training
 - Technology training

- b. Nurse Education:
 - Provide support for participation in education and training in nursing, leading to new nursing degrees, credentials and/or specialties
 - Provide courses to enhance the skills of current nurses

- c. Professional/Technical Education:
 - Provide support for participation in education and training that leads to new degrees, licenses, and credentials in critical, high demand and/or hard-to-fill positions and classifications. The Joint Regional Workforce Development Teams will determine critical classifications through a systematic Workforce Planning and Development (WFPD) process, which identifies classifications eligible for funding.

- d. Customized Education and Training:
 - Provide assistance to employees in obtaining new positions at Kaiser Permanente, including support and on-the-job training with pay for those employees whose jobs have been eliminated. Redeployment assistance and programs are available to employees to enhance and support the Employment and Income Security Agreement.

- e. Tuition Assistance and Stipends:
 - The Fund also provides assistance and stipends for approved career development programs.

B. Eligibility

1. Eligible Employee. An Eligible Employee is any full-time or regular part-time employee (or benefiting former employee) of the Employer working in a bargaining unit with a job classification covered by a CBA and who satisfies all relevant criteria of the Plan to receive the particular benefits requested.

2. General Eligibility Criteria. Unless otherwise specified, all applicants must meet the following requirements at the time of application while receiving any benefits or services under the Plan:

- a. The applicant must be, and must remain as, an Employee employed in a bargaining unit position covered by a Collective Bargaining Agreement. In the event an Employee is involuntarily being laid off while participating in a program or receiving benefit, continued eligibility will be governed by provisions of the applicable program or Collective Bargaining Agreement.
- b. The Employee must have completed satisfactorily the probationary period, if any, provided under the Collective Bargaining Agreement.
- c. The Employee must comply with the application procedures, receive written approval, and satisfy any other requirements set forth in the Plan for eligibility and participation (including any implementing rules promulgated by the Trustees).
- d. An Eligible Employee who applies for and is approved for, but fails to complete a program or benefit, will be ineligible for future programs or benefits under the Plan for a period of one year except as explicitly specified by the Trustees. Eligibility may be lost for fraud or material misrepresentation to the Fund.

3. Additional Program-Specific Eligibility Criteria. In addition, applicants must meet the following requirements for the services and/or benefits as indicated:

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- a. Additional program-specific eligibility criteria may be required by the National Workforce Planning and Development Committee, and the Employee must satisfy the minimum academic and other requirements prescribed, including requirements specific to the program or benefit for which the Employee has applied.
- b. For an Employee to be eligible to participate in any grant-funded programs, the Employee must be employed by an institution that is a participant in the grant and must satisfy any specific criteria required by the grant.
- c. If the number of Eligible Employees who apply and satisfy the requirements for a program or benefit exceeds the capacity for that program or benefit, selection will be made in accordance with the Collective Bargaining Agreement by the Regional Workforce Planning and Development Team based on criteria determined by the National Workforce Planning and Development Team.

C. Application Procedures

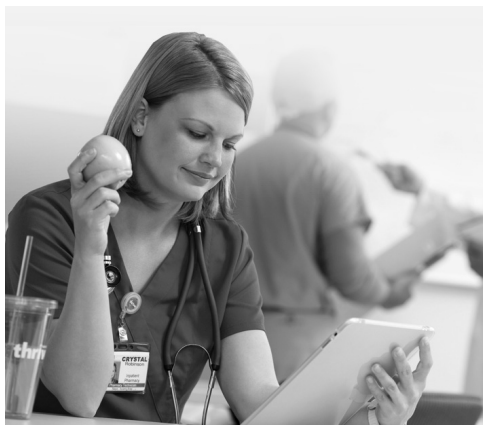
1. To apply for a specific program or benefit, you will need to do the following:

- a. Complete and sign the appropriate application form. Such application forms for each of the programs may be found at Kaiser Permanente's employee portal (My HR) or at a particular provider site as part of a program enrollment Links to these forms and methods of enrollment can be found at the Trust website (<http://www.bhmt.org>), or may be obtained from the Workforce Planning and Development Office in each region.
- b. You may be required to provide additional information and/or to complete further steps in the application process, including but not limited to, interview(s) with appropriate career/academic counselors, verified copies of transcripts,

licenses, certificates, and records; satisfactory completion of assessments and tests; satisfactory completion of preparatory training and/or remediation; formal acceptance by the institution, providing the education or training program applied for; application for specified sources of scholarship, tuition assistance, or other financial aid, and participation in individual or group counseling, study groups or tutoring.

2. Notice and Instructions. If your application is approved, you will receive a written notification, including further instructions, as necessary, to begin participation in the program or receive the benefit. If your application cannot be processed because it is incomplete or because further information is needed, you will be notified in writing and asked to submit the necessary information. If your application is denied, your written notification will include the reason(s) for denial. You may appeal a denial under the ERISA appeal procedures described in this document.





II. BASIC INFORMATION CONCERNING THE PLAN

A. Name of the Plan

CKPU-KP Education & Training Trust Fund is the official Plan name. The Plan is commonly referred to and known as the *Ben Hudnall Memorial Trust* or *BHMT*. The Plan number is 501(c)(9).

B. Assets Held in Trust

The benefits provided under the Plan are funded by collectively bargained Employer contributions and governmental or charitable grants; no separate contributions are required nor received from individual employees. All Employer contributions for the Plan are set aside in a legally separate Trust Fund overseen by a Board of Trustees. These Trust assets, therefore, do not belong to any Employer, Union, employee or other individual. Rather, they are held, invested and spent solely for purposes authorized under the Trust Agreement, mainly to implement joint education and training programs established by Kaiser Permanente and the Coalition and to pay the expenses incurred by the Plan. At no time will Kaiser Permanente, the Coalition, or the Plan be liable for any benefits exceeding the Trust's assets.

C. Tax and Federal Reporting Information

The Trust Fund has registered with the Internal Revenue Service as a tax-exempt benefit fund. Its federal tax identification number (EIN) is 20-5219583.

D. Plan Year

January 1 through December 31.

E. Type of Plan and Benefits

This is an employee welfare benefit plan, providing education and training benefits for Eligible Employees under programs developed jointly by Kaiser Permanente and the Coalition. The Plan provides career development and upgrade training and services. The benefits under the Plan cannot be sold, transferred, assigned or encumbered, except as required by law.

F. Amendment, Termination, and Vesting

The benefits provided under the Plan are not vested and under no circumstances will any benefit under the Plan be vested or become non-forfeitable. Although Kaiser Permanente and the Coalition intend to maintain the Plan indefinitely as joint Settlers of the Education Trust and as the negotiating parties jointly establishing the Plan, they have retained and reserved exclusively to themselves the right to amend, modify, or terminate, in whole or in part, any and all provisions of the Trust Agreement and the Plan. These rights include, but are not limited to, the right to establish, add to, modify, or discontinue any education or training programs or services. No Employee or other person has any vested or non-forfeitable right to receive or continue receiving benefits under the Plan and/or from the Fund. No person may become entitled to any additional benefits or other rights under the Plan after termination of the Plan. Distribution of Trust assets on Plan Termination will conform to the Trust Agreement. Amendments may be effectuated in writing, evidencing that the amendment was approved and adopted by an authorized individual, board, committee, or other authorized agent.

G. Participating Employers and Participating Unions and Bargaining Units

A complete current list of the participating Employers and Unions is available upon written request to the Plan Administrator. The participating Employers are the employers collectively known as the Kaiser Permanente Medical Care Program ("Kaiser Permanente")

or “KP”). Many bargaining units throughout the Kaiser system have access to the Plan as a result of the collective bargaining process. The current participating bargaining units are those represented by the following Unions, affiliated with the Coalition, and under their Collective Bargaining Agreements with Kaiser Permanente:

<p><i>American Federation of State, County, and Municipal Employees</i> United Nurses Associations of California Los Angeles, California</p>	<p><i>International Federation of Professional and Technical Engineers</i> Local 20, Oakland, CA</p>
<p><i>American Federation of Teachers</i> Oregon Federation of Nurses and Health Care Professionals Local 5017, Portland, OR</p>	<p><i>International Brotherhood of Teamsters</i> Local 166, Bloomington, CA</p>
<p><i>International Longshore and Warehouse Union</i> Local 28, Portland, OR</p>	<p><i>Kaiser Permanente Nurse Anesthetists Association</i> Los Angeles, CA</p>
<p><i>Office and Professional Employees International Union</i> Local 2, Silver Spring, MD Local 17, Cleveland, OH Local 29, Oakland, CA Local 30, San Diego, CA Local 50, Honolulu, HI</p>	<p><i>United American Nurses</i> Oregon Nurses Association, Portland, OR Ohio Nurses Association, University Heights, OH</p>

<p><i>United Food and Commercial Workers International Union</i> Local 7, Denver, CO Local 27, Baltimore, MD Local 135, San Diego, CA Local 324, Buena Park, CA Local 400, Landover, MD Local 555, Portland, OR Local 770, Los Angeles, CA Local 1036, Camarillo, CA Local 1167, Riverside, CA Local 1428, Claremont, CA Local 1442, Santa Monica, CA Local 1996, Atlanta, GA</p>	<p><i>United Steelworkers International Union</i> Local 7600, Fontana, CA</p>
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H. Board of Trustees

The Board of Trustees manages the Trust and the Plan. The members of the Board of Trustees are appointed by Kaiser Permanente and the Coalition. The Trustees, acting collectively, are the Plan’s named “fiduciary”. All correspondence and notices directed to the Plan, the Trust, the Board of Trustees or individual Trustees concerning the Plan, including legal service of process, should be sent to the Education Trust at the National Office address at CKPU-KP Education & Training Trust Fund Office, 1800 Harrison Street, 15th Floor, Oakland CA 94612.

I. Plan Administrator & Contact Information

The Plan is administered by the Board of Trustees, which may delegate any or all of its responsibilities to any individual, committee, or organization, and such delegation will include full discretionary authority unless the delegation expressly provides otherwise. Subject to and in accordance with the provisions of the Trust Agreement, the Trustees are authorized to (i) manage and expend assets of the Trust Fund, and (ii) oversee and administer the application and approval processes for benefits and services offered under the Plan. Such authority includes, but is not limited to, (a) the power to implement the provisions of the Plan and the Trust Agreement, (b) to resolve and/or clarify ambiguities, inconsistencies and omissions, in their sole and

absolute discretion, (c) to decide legal and factual issues relating to eligibility for, computation of, and payment for the benefits under the Plan, and (d) to formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms. The Settlers have delegated to the Trustees the responsibility and discretionary authority to amend the Plan, construe and interpret the Plan, and to approve, direct, establish, add to, modify, or discontinue any specific education or training programs or services. The Trustees' authority and decisions shall be final and binding to the extent their actions are authorized by the governing documents, or authorized by the implicit or explicit delegation, approval, or ratification by the Settlers. Except as provided in the Trust Agreement or otherwise expressly delegated by the Settlers, the Trustees do not have independent authority to amend, modify, or terminate the Trust Agreement or the Plan, nor to establish, add to, modify, determine, or discontinue the education or training programs or services under the Plan. For further questions, copies of the Plan documents, and other information, you may contact the Board of Trustees of the Fund at its designated National Office, or at one of the following regional offices:

<p>CKPU-KP Education & Training Trust Fund Office 1800 Harrison Street 15th Floor Oakland, CA 94612</p>	<p>Colorado 10065 East Harvard Avenue Denver, CO 80231</p>
<p>Northern California 1950 Franklin Street 9th Floor Bayside Oakland, CA 94612</p>	<p>Ohio 1001 Lakeside Avenue Suite 1200 Cleveland, OH 44114</p>
<p>Southern California Walnut Center 393 E. Walnut Street 4th Floor Pasadena, CA 91188</p>	<p>Mid-Atlantic States 2101 E. Jefferson Street Rockville, MD 20852</p>
<p>Northwest 500 NE Multnomah Street Suite 100 Portland, OR 97232</p>	<p>Georgia 3495 Piedmont Road NE Building 9 Atlanta, GA 30305</p>



III. CLAIMS AND APPEALS PROCEDURES AND ERISA RIGHTS

A. Procedure for Filing Claims for Benefits

Applications for the benefits under the Plan may be made by completing the appropriate forms available at the National or Regional Offices and delivering them to such Office. If you have a claim with respect to the operation of the Plan as distinguished from an application for benefits under the Plan, a written document may be filed with the Trustees of the Plan, setting forth all facts relevant to such claim.

The Trustees shall decide a claim or refer it to an appropriate person or committee. The Trustees or the person or the committee to which the application for benefits or claim is referred shall promptly review it and reach a decision as to whether it should be approved or denied. The decision of the Trustees or other appropriate person or committee, as applicable, shall be final and binding upon all parties, subject only to the review procedures contained in Sections C. and D. below.

No Employee or other person shall have any right or claim to benefits under the Plan other than as specified in the Plan.

B. Notice of Decision

Within 90 days (unless you receive notice within 90 days that circumstances require an extension of time for processing, in which case, up to an additional 90 days may be taken) after filing of the application

for benefits or claim, you will be sent a written notice of the decision on such application. The written notice will set forth in clear, simple language the following information:

1. The specific reason or reasons for the denial of the application for benefits or claim;
2. Specific reference to pertinent provisions of the Plan upon which the decision is based;
3. Description of any additional material or information which is necessary for you to perfect the application for the benefits or claim, and an explanation of why such material or explanation are necessary; and
4. An explanation of the procedure to obtain a review of the decision and the period within which such procedure should be commenced, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

C. Petition for Review of Adverse Decision

If the application for the benefits or claim is denied, you are entitled to a further review of such application. Within 60 days after the date shown on the notice of the adverse decision, you may file a petition for review with the Trustees. Such petition for review must be in writing and must state in clear and concise terms the reason or reasons for the disagreement with the decision of the Trustees or other appropriate person or committee, as applicable, must be signed by you, and must show your mailing address. You may mail or fax your petition for review to the Trustees at the following address:

**CKPU-KP Education & Training Trust Fund Office
1800 Harrison Street, 15th Floor
Oakland, CA 94612
Fax Number: (888) 236-1022**

In connection with the petition for review, you have the following rights:

1. To authorize someone else to represent you in the reviewing

process by filing with the Trustees, along with the petition for review, the name of the representative, and a written representation authorization in a document signed by you and the designated representative;

2. Upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to the claim for benefits;
3. You or your representative may submit to the Trustees comments, documents, records, and arguments in writing; and
4. A review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, even if such information was not submitted or considered in the initial benefit determination.

D. Review Procedure

The Trustees or the appropriate committee shall review the petition and other written material and may request additional information from you or other parties. The Trustees or Committee may, in its discretion, provide for a hearing. Any hearing shall be held only after reasonable notice to you or your representative, if any, and you and your representative shall be entitled to submit information relevant to the subject matter of the hearing. The Trustees or committee may, in its discretion, permit personal appearances at the hearing.

After completing its review, the Trustees or the Committee shall render a decision on the petition for review. The decision shall be rendered no later than 60 days following the receipt by the Trustees of such request; provided, however, that where there are special circumstances such as the need to hold a hearing, or to obtain information from other parties, the Trustees or the Committee may take longer to render a decision, but will provide notice of such extension within the initial 60 day period and will render a decision not later than 120 days after receipt of such petition by the Trustees. The decision of the Trustees or the Committee shall be in writing and shall specify the reasons for the decision and shall include specific reference to the pertinent provisions of the Plan on which its decision is based.

The written notice will set forth in clear, simple language the following information:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific Plan provisions on which the benefit determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
4. A statement of your right to bring an action under ERISA Section 502(a).

The decision of the Trustees or the Committee with respect to the petition for review shall be final and binding upon you and any person claiming under you. However, you have the right to file a lawsuit in state or federal court once you have exhausted the Plan's internal review procedures.

E. Failure to File a Petition for Review

If you fail to file a petition for review within the 60 day period set forth in Section C., the failure shall constitute a waiver of your right to reconsideration of the decision on the basis of the information and evidence submitted prior to the decision. You must exhaust these procedures before you will have a right to bring an action under ERISA Section 502(a).

F. Your ERISA Rights

As a participant in the 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 the following.

You can examine, without charge, at the Fund's national or regional

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 Employee Benefits Security Administration. You can obtain, upon written request to the plan administrator, 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 administrator may make a reasonable charge for the copies.

The plan administrator is required by law to furnish each participant with a copy of the summary of his/her annual financial report. ***However, you should note that the Fund does not file Form 5500s because it has registered with the U.S. Department of Labor as a training trust exempt from these filing requirements. Contact the National Fund Office if you would like to examine or receive a copy of the registration papers.***

G. Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

H. Enforce Your Rights

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, 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 it 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 Plan 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that the 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 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 if, for example, it finds your claim is frivolous.

I. Assistance with Your Questions

If you have any questions about your Plan, you should contact the National or Regional Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor as listed in your telephone directory, or 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 Employee Benefits Security Administration.

BEN HUDNALL MEMORIAL TRUST

The Ben Hudnall Memorial Trust, part of our National Agreement negotiated in 2005, supports continuing education of its participants across KP. Ben Hudnall was a tireless advocate for organized labor and Kaiser Permanente's Labor Management Partnership. Ben was an unwavering supporter of education and career advancement. The Trust was named in his honor to further acknowledge his dedication to workers.



www.bhmt.org