



Death Gratuity Application and Officers' Certificate

1800 Massachusetts Avenue, NW • Washington, D.C. 20036 • 202.730.7000

FORM S-10 C

SEIU

Leave these lines blank. To be filled in by the International Secretary-Treasurer at the International Headquarters in Washington, D.C.

APPLICATION NO. _____

Local Union No. _____

Pre-1946 _____ Check-off _____

Dues Del. _____

Deceased Member _____

Named Beneficiary _____

Applicant _____

Relationship to Deceased Member _____

Date of Death _____

Date Init. _____ Age Init. _____

Amount \$ _____

Paid _____ Check No. _____

1945-4100
Printed in U.S.A.

INSTRUCTIONS TO LOCAL OFFICERS

- The following documents must accompany this certificate:
 - a certified death certificate
 - a copy of the beneficiary card wherein the deceased member named the applicant as the beneficiary.
- Financial Secretaries must give day and date of all payments of dues and assessments as they appear in the local union's official records.
- The Local Officers' Certificate and dues payment record must be signed by the President and Financial Secretary of the Local Union.
- This certificate must be filled out by the stated persons and every question must be properly answered. Applicant's signature must be witnessed by local union officer or employee or by Notary Public.
- No request for a death gratuity payment can be made nor shall it be allowed after the expiration of one (1) year from the date of death.

APPLICANT'S CERTIFICATE

(Before filling out Applicant's Certificate, please read page 4.)

We _____, Social Insurance No. _____
 or Social Security No. _____
 residing at _____
(Address)

_____ being _____ of _____
(City) (State) (Zip Code) (Relationship) (Age)
 _____ deceased, do hereby apply for the gratuity payable
(Name of deceased member)

by reason of the death of said deceased.
 If applicant is spouse of deceased, give date and place of marriage _____
 If child, or children, give date(s) and place(s) of birth _____

 Age of other applicants _____

I
 We certify that:

1. The Certified death certificate of said deceased is being submitted.
2. We have read Article XVIII of the International Constitution and the Provisions of the Death Gratuity Program as set forth on the reverse side hereof.

I _____ I am _____
 We do further certify that We are the only person(s) entitled to request payment of said gratuity.

IN WITNESS WHEREOF, We have set our hand and seal, this _____ day of _____, 19_____.

Witness

Title

Witnessed by a Notary or Local Union Officer or employee _____ Applicants _____

LOCAL OFFICERS' CERTIFICATE

Name of Deceased _____ Card No. _____ Local No. _____

DUES PAYMENT RECORD

NOTE: Insert dues payment record of deceased member for five years (60 months) immediately prior to date of death. Show day, month and year of each dues payment. For example: If January 1982 dues were paid on December 10, 1981, mark as follows: "12-10-81" in the space for January 1982.

	19_____	19_____	19_____	19_____	19_____	19_____	OFFICE USE ONLY
Jan. (1)							
Feb. (2)							
Mar. (3)							
Apr. (4)							
May (5)							
June (6)							
July (7)							
Aug. (8)							
Sept. (9)							
Oct. (10)							
Nov. (11)							
Dec. (12)							

LOCAL OFFICERS' CERTIFICATE (Cont'd)

Address of Deceased _____ Social Insurance No. or Social Security No. _____

We, _____ President, and _____ Financial Secretary, or Treasurer, of Local Union No. _____, certify:

That _____ (Name of Deceased) was last _____ (Init. or Read.) admitted to Local No. _____ on _____, 19_____, and was at the said admission _____ years of age.

That deceased, at the time of death, had continuously for one year or more immediately prior to death been a member in good standing in the Local Union, having paid the last dues on the _____ day of _____, 19_____, for the month of _____, 19_____, as shown by his/her dues payment record submitted herewith.

Did the deceased member fail to pay dues in the month it was due at any time since January 1946? YES NO

IF YES, GIVE date (month and year) of last dues delinquency if not shown in dues payment record above. _____ (Month) _____ (Year)

If the member failed to pay dues in the month(s) when due since September 1, 1984, please indicate if a withdrawal card was issued or, if suspended, for how many months did the member fail to pay dues? _____

Were member's dues paid through check-off? YES NO IF YES, enclose letter of verification.

That the deceased was a _____ (Active or Retired) member of this Local Union and that (if retired) he/she had been a retired member of this Local Union since _____ (Date)

Named beneficiary if any _____ Relationship _____ (Be sure that the beneficiary listed here is the one that is named on the last filed beneficiary card in the Local Union's files)

Address _____ City _____ State _____

If there is no named beneficiary, give name of applicant _____, and relationship _____

That _____ (Name of Applicant)

has made claim to the Death Gratuity and has executed the applicant's certificate attached hereto.

That we have and do hereby comply with all the provisions listed hereon.

That we are duly elected officers of the Local Union, and do personally sign and affix the seal of the Local Union to this certificate, and that the Local Union is in good standing with the International office and has paid its tax for the month of _____, 19_____, on _____, 19_____, as provided for by the Constitution of the Service Employees International Union.

That the information contained in this certificate is true to our known knowledge and belief.

President Financial Secretary

(Affix Local Seal Here)

ARTICLE XVIII PAYMENTS IN CONNECTION WITH DEATHS OF MEMBERS

For members of any Local Union who were in good standing in connection with this Article XVIII on September 1, 1984, the Service Employees International Union Death Gratuity Program, as amended effective September 1, 1984, shall be maintained in effect for those members who meet the eligibility and participation requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend or modify any provisions governing such payments, it shall have authority to do so. The International Union shall notify each Local Union sixty (60) days before the effective date of any changes in the provisions of the Program.

SERVICE EMPLOYEES INTERNATIONAL UNION DEATH GRATUITY PROGRAM

Pursuant to Article XVIII of its Constitution and Bylaws, the Service Employees International Union maintains a Death Gratuity Program for members of any Local Union who were in good standing on September 1, 1984. Payments under this Program are gratuities made by the International Union for which no premiums are charged. No part of any dues paid by any member includes any premium payment on account of said payments. "Member," as used herein, refers only to members of a Local Union who were in good standing on September 1, 1984.

While this Program has been instituted for the purpose of encouraging prompt payment of dues by members, any gratuity paid hereunder is not paid by reason of the fact that a member upon his or her death was fully paid up in his or her dues. Payments will only be considered if the dues were paid in the months in which they were due and in strict accordance with the provisions of this Program. A member whose dues are checked off by the employer is responsible for making such member's dues payments when he or she is absent due to illness, vacation, leave or otherwise.

The death gratuity payment is to be paid only when the International Union in its discretion desires to make the payment. The request for the death gratuity must first be presented to the International Secretary-Treasurer. In the event the International Secretary-Treasurer does not believe the gratuity should be paid, the International President may be requested by the applicant to review the facts. If the International President declines to direct payment, the applicant may request the International Executive Board to make payment and if they decline, the request may then be presented to the next convention.

In each instance an appeal from a previous determination must be made in writing within thirty (30) days after receipt of such determination, and if no appeal is made within such time, any determination not appealed from shall be conclusive of the issue.

ELIGIBILITY

1. Payments in connection with the death of members may be considered only upon the following terms and conditions.
2. Upon the death of a member of any Local Union subject to the terms and conditions set forth herein, the International Union may pay to the designated beneficiary of such member (a beneficiary must be a natural person or persons), or if such beneficiary is deceased or there is no beneficiary named, then to the widow or widower of such deceased member, and if there is none, then to the children of the deceased member, in accordance with the schedule set forth in numbered paragraph 3 below.
3. The amount of the gratuity shall be one hundred dollars (\$100.00) for each consecutive twelve (12) months (counting back from the month in which death occurred) in which dues were paid before the end of the month in each and every month for which said dues were payable, not to exceed five (5) succeeding consecutive twelve (12) month periods, for a maximum total of five hundred dollars (\$500.00). However, after a member passes his fifty-fifth birthday and thereafter fails to make any dues payment in the month in which such dues were payable, any payment on account of such member's death may be paid as set forth above but the maximum payment shall be limited to a total of three hundred dollars (\$300.00), even though he or she has paid dues thereafter for more than three (3) consecutive twelve (12) month periods as above described.
4. In the case of those members who have reached their fifty-fifth birthday at the time of acceptance into the Local Union, the maximum payment that may be made shall be one hundred dollars (\$100.00). This payment, however, may be made only if such deceased member has paid his or her dues for twelve (12) consecutive months (counted back from the date of death) in each month before the end of the month for which said dues were payable. No more than said one hundred dollars (\$100.00) may be payable despite any longer period of consecutive dues payments. In the case of those members who have reached their

sixty-fifth birthday at the time of acceptance into the Local Union, no payment in any amount whatsoever shall be paid.

5. If any payment may be made under the provisions of this Program but there is no person described in numbered paragraph 2 above qualified to receive it, then a payment in an amount not to exceed one hundred dollars (\$100.00) may be paid on account of funeral expenses, and no other amount will be payable.
6. The payment by the International Union in good faith of any gratuity pursuant to this Program to any person in error shall nevertheless fully discharge and release the International Union and its officers and the Local Union, its officers, and the members thereof, from any responsibility to pay again thereafter.
7. In addition to compliance by a member with all of the provisions above, it is required before any death gratuity shall be paid that the Local Union shall have complied with the requirements of Article XII, Section 3 of the Constitution and Bylaws, with respect to the payment of per capita tax to the International Union, and with the provisions of Article XIV, Sections 7 and 8 of the Constitution and Bylaws requiring the payment of full dues as therein defined.
8. The acceptance of dues from anyone by the Local Union after the last day of the month in which such dues were payable shall not be construed as a waiver of any of the provisions herein governing payments. No more than a single death gratuity shall be paid regardless of the number of Local Unions in which the deceased may have been a member.
9. The entire responsibility for the payment of dues to a Local Union within the time required by the provisions of this Program is the sole obligation of each member individually, and cannot be delegated to the Local Union or any of its representatives or to any other person, whether a delegate, shop steward, or otherwise. In Local Unions which permit representatives to collect dues in the field as a convenience to their members, the failure of Local Union representatives to appear or to collect the dues shall not in any manner excuse the member from his or her obligation to pay such dues on or before the last day of each month at the office of the Local Union. Such action on the part of the Local Union shall not in any way be binding or have any effect on this International Union and shall not be construed as a waiver of strict compliance with all the provisions of this Program.
10. Payments otherwise permitted by this Program shall not be paid on account of the death of any member of a Local Union which stands suspended or whose charter is revoked if the death occurred after the date of either the suspension or revocation of the charter.
11. For purposes of this Program, the term "Member" shall refer only to members of a Local Union who were in good standing on September 1, 1984. Notwithstanding the foregoing, there shall be no payment in connection with the death of a person who obtained a withdrawal card from a Local Union at any time after September 1, 1984. A member who has obtained a withdrawal card and applies for readmission to the Local Union shall be considered a new member from the date of the approval of his or her readmission to the Local Union and as such shall not be entitled to re-enroll in the Death Gratuity Program.
12. Notwithstanding any other provision of this Program, a member who, at any time after September 1, 1984, has become more than 90 days delinquent in the payment of dues shall be deemed to have terminated his or her membership in the Local Union and there shall be no payment in connection with the death of such person, regardless of whether the delinquency is subsequently cured and the person is restored to full membership.

APPLICATION

In order for any payment under this Program to be considered, the Applicant shall file with the International Secretary-Treasurer such forms and information as the International Secretary-Treasurer may require. The Local Union is responsible for obtaining and preserving the beneficiary form and forwarding it to the International Secretary-Treasurer with the application for benefits.

A claim for payment must be made in writing to the office of the deceased member's Local Union or to the International Union within one (1) year from the date of the member's death. Any claim filed thereafter shall be barred and no payments shall be allowed or payable in connection with such member's death.

AMENDMENT

When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in this Program or to amend or modify any provisions governing such payments, it shall have authority to do so. The International Union shall notify each Local Union sixty (60) days before the effective date of any change pursuant to the provisions of Article XVIII of the Constitution and Bylaws.