
**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 36
BOLR LEGAL SERVICES PLAN**

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**SEIU LOCAL 36
BUILDING OPERATORS LABOR
RELATIONS, INC.
LEGAL SERVICES PLAN**

Introduction

The SEIU Local 36 BOLR Legal Services Plan is designed to provide comprehensive legal advice and services to participants, their spouses and dependents. The Plan was obtained through collective bargaining negotiations between your union and your employer. Your employer is required to make contributions to the Plan in order to provide the benefits. The Plan is administered by the Trustees appointed by your union and your employer. It provides valuable benefits if you take advantage of the services offered.

This is a Summary Plan Description of the benefits provide under the SEIU Local 36 BOLR Legal Services Plan and is effective March 1, 2004. Any benefits provided under the Plan prior to March 1, 2004 are subject to the terms and provisions of the Plan then in effect.

In the following pages, most of your questions concerning the Plan will be answered.

WHO IS ELIGIBLE AND WHEN DOES PARTICIPATION BEGIN?

1. ELIGIBILITY

You are eligible to participate in the Plan if you fall within any of the following classifications.

(a) Employee of Contributing Employer

You are employed under a collective bargaining agreement that requires your employer to make contributions on your behalf to the Plan and, if your employer is not a member of Building Operators Labor Relations, (BOLR), your employer is approved by the Trustees.

(b) Employee of the Plan

You are an employee of the Plan, and the Trustees have approved your participation and

have agreed to make contributions on your behalf.

(c) Retired Employee

If (1) you retired on or after May 1, 1984, (2) you were eligible for benefits under the Plan at the time of your retirement, (3) you retain your union membership, and (4) you have begun to receive a retirement pension from a pension plan established pursuant to a collective bargaining agreement with the union or from the Federal Social Security Administration, you will be entitled to legal services only with respect to preparation of wills and advice regarding agreements of sale and deeds relating to real estate that is unrelated to a business. Spouses and dependents of retired members are not eligible for coverage.

2. DEPENDENT ELIGIBILITY

Your spouse and dependents are also covered under the Plan if you are eligible.

(a) Spouse

To be eligible, your spouse must reside in the same household with you at the time legal services are provided under the Plan. Your spouse will also continue to be eligible for benefits for a period of 90 days following your death. Spouses who both are eligible participants will not be entitled to coverage if they become adverse parties in litigation. In such instances, both participants must obtain their own legal counsel at their own expense.

(b) Dependents

For purposes of the Plan, your dependent means your unmarried child who is under 18 years of age, or at least 18 years of age but not yet 23 years of age and is a full time student at a college or university. In either case, you must provide over one-half (1/2) of your dependent's support for the calendar year in which the services under the Plan are provided. Your dependent will also continue to be eligible for benefits for a period of 90 days following your death.

3. INITIAL ELIGIBILITY

If you are an eligible employee, you will begin participation in the Plan on the first day of the month following receipt of the initial employer contributions on your behalf.

OBTAINING LEGAL SERVICES

Eligible participants, spouses and dependents may obtain legal services by contacting:

NAME: SPEAR, WILDERMAN,
BORISH, ENDY,
SPEAR & RUNCKEL

ADDRESS: 230 South Broad Street
Suite 1400
Philadelphia, PA 19102

PHONE: (215) 732-0101

You may call the attorney's offices 9:00 a.m. to 5:00 p.m., Monday through Friday to obtain telephone advice or to make an appointment for a personal consultation. Additional hours are available during evenings and Saturday mornings by appointment.

COVERED SERVICES

1. Legal services, including unlimited legal advice and consultation, are available to eligible participants, and in most cases to their spouses, and their dependents without charge with respect to any of the following:

- Divorce proceedings of participants only, including:
 - Settlement and property settlement agreements in domestic relations matters, including:
 - Custody of children;
 - Separation and property agreements;
 - Support and alimony hearings;
- Custody hearing and proceedings for participants only.
- Adoptions
- Pre-marital and post-marital agreements
- Drafting of a Will; review and explanation of Wills (trust agreements and indentures excluded)
- Living Wills
- Power of attorney
- Name Changes
- Court costs, filing fees, depositions, and other similar out of pocket expenses necessary to legal matters, if legal services are rendered by the legal provider and the Plan maintains a reserve of at least \$75,000 in assets.
- Real estate transactions for a participant's primary residence only, including:
 - Review of an agreement of sale to sell real estate;
 - Preparation of an agreement of sale to sell real estate;
 - Attendance at a real estate settlement;
 - Revision and/or negotiation of a real estate agreement;
 - Preparation of deeds.

- Review of contract
- Handling of consumer complaints
- Bankruptcy petitions (limited to one filing of a bankruptcy petition every two years).
- Defense of a participant in a consumer debt case or an uninsured motorist case
- Landlord/tenant problems in a participant's primary residence, including tenant representation in eviction proceedings.
- Representation at Traffic Court hearings, not to exceed one (1) hearing per year and legal advice pertaining to same. Such coverage will exclude representation regarding parking tickets only.

2. The following services are available to eligible participants, their spouses, and dependents on a limited basis.

- Estate planning and estates: Advice and consultation concerning estate planning or with respect to estates in which the participant, his spouse or dependent has an interest. However, the Plan will not provide counsel to the estate. Spear Wilderman will provide counsel to the estate at a reduced hourly rate that must be paid by the participant.
- Advice and the preparation of petitions for the appointment of a guardian for minors who have been left insurance monies or other funds.

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- Advice and consultation with respect to the institution of personal injury suits is included at no charge to you, however, the institution of a lawsuit for personal injuries is not covered by the Plan. At your request, the provider can recommend a course of action in connection with your case and will try to arrange your representation on a contingent fee basis at a favorable rate.
 - Workers Compensation Cases: Advice and consultation with respect to the prosecution of a workers compensation claim is included at no charge to you. However, if a claim is filed or suit is started, the matter is handled on a contingent fee basis. If requested, the firm of Spear, Wilderman, Borish, Endy, Spear & Runckel may prosecute the claim or institute suit on your behalf for a contingent fee in conjunction with outside counsel, fee to be mutually agreed upon between you and the law firm. The contingent fee will not exceed 20%. You will be responsible for the payment of any costs involved in prosecution of the claim or the litigation.

REMEMBER: IF YOU ARE NOT CERTAIN WHETHER A LEGAL MATTER IS COVERED, CALL THE LEGAL SERVICES PLAN AND DISCUSS THE MATTER WITH ONE OF THE ATTORNEYS.

NON-COVERED SERVICES

Legal services with respect to the following matters are not covered:

- Appellate litigation, including filing of notices of appeal or other documents necessary to perfect an appeal.
- Small Claims Court matters will not be covered by the Plan since Small Claims Court is designed for persons to appear without an attorney. Legal advice on any matter in Small Claims court will, however, be given;
- Individual tax matters, and tax advice
- Legal services in conjunction with or pertaining to:
 - A trade or business of the participant, spouse or dependent;
 - The management, conservation or preservation of property held by the participant, spouse or dependent for the production of income or the production or collection of income by the participant.
- Class actions, interventions or amicus curiae filings;
- Criminal matters, including misdemeanors (and DUIs).
- Defense of civil matters, excluding consumer debt and uninsured motorists cases;
- Real estate settlement for residence other than a participant's primary residence;
- Assistance with respect to the preparation and filing of any government forms, including medicare, insurance, etc.

Preparation of tax returns and tax advice are excluded from coverage.

- Legal representation in any court or administrative agency outside the geographical jurisdiction of the union (Philadelphia and contiguous counties in Pennsylvania and New Jersey), except for real estate settlements regarding a participant's primary residence;
- Legal proceedings and matters which involve any of the following as an adverse party:
 - Any other participant covered by the Plan at the time of the incident that gave rise to the legal proceeding, or any time thereafter;
 - Any Employer who has a collective bargaining agreement with the union;
 - The union or any other labor union or its officers, agents or employees;
 - Any fringe benefit program or plan or the Trustees, administrators or employees thereof in which the union or any other labor union participates or has an interest;
 - The law firm providing legal services for the Plan;
 - Building Operators Labor Relations, its officers, agents or employees.
- Any matter involving litigation in the state of Delaware.
- Any other matter not specifically designated as a covered service herein.

MISCELLANEOUS QUESTIONS ANSWERED

WITHDRAWAL BY PROVIDER

The law firm providing legal services on your behalf may cease performing those services if it is discovered that there is any conflict of interest or if the performing of such services violates the canons of professional ethics. Provider reserves the right to withdraw as counsel to the participant whenever the participant terminates eligibility as provided for elsewhere in this Plan, counsel discovers a conflict of interest between the participant and the Fund, its employees or agents, trustees, the union or any of its officers, agents or employees, the BOLR, or any of its officers, agents or employees, counsel providing services, any employer who has entered into a collective bargaining agreement with the union, any other labor organization, or any other member of the Union or Fund participant. You will be notified in the event the law firms intend to withdraw and you will be given the opportunity to engage other counsel.

WHEN DO BENEFITS STOP?

Benefits under the Plan stop:

- 60 days after a participant is no longer actively employed by an employer contributing to the Plan (unless they qualify as a Retired Employee entitled to the benefits as set forth on page 1, Section 1 (c) of this document): or
- 60 days from the date a participant's employer ceases to have an obligation to contribution to the Plan on behalf of the participant.

Filing fees and court costs, including depositions, witness fees, printing costs, the posting of legal notices, and master's fees are rendered by the legal provider, and there will be no out-of-pocket costs to participants so long as the Plan maintains a reserve of at least \$75,000 in assets. Investigative expenses, fines, penalties and other expenses incidental to legal matters are not paid by or through the Plan, and are the sole and exclusive responsibility of the participant.

Any litigation commenced prior to August 1, 1994 by a non-Legal Services Plan attorney shall not be covered by the Plan. However, if the participant has had no other attorney handling the litigation, legal advice and opinions relating to such litigation may be provided.

This booklet is only a summary of the Plan. The terms of the Plan, the trust agreement, and the service provider agreement will control in case of any inconsistency between the booklet and these legal documents. You may examine any of these documents without charge. (See "Statement of ERISA rights" on pages 9).

MISCELLANEOUS INFORMATION ABOUT THE PLAN

1. **Name of the Plan.** The Plan is known as the SEIU Local 36 BOLR Legal Services Plan.
2. **Plan Administrators.** The Plan is administered by a joint Board of Trustees, which is the Plan administrator and named fiduciary of the Plan. The Trustees consist of an equal number of persons appointed by the employers' representative (i.e. Building Operators Labor Relations) and the union. The names and addresses of the Trustees are:

Union Trustees

Wayne MacManiman
Elba Mercado
SEIU Local 32BJ – District 36
200 Robinson Building
42 South 15th Street
Philadelphia, PA 19102

Employer Trustees

Robert Martin
William J. DeCara, Jr.
Thomas Musi
Building Operators Labor Relations
Two Penn Center Plaza
Suite 310
Philadelphia, PA 19102

3. **Identification Numbers.** The tax identification number assigned to the Plan by the Internal Revenue Service is 23-2307011. The Plan number assigned to the Plan by the Trustees is 504.
4. **Agent for Service of Legal Process.** The name and address of the agent designated for the service of legal process is:

Michael J. Ragan
Local 36 Fund Office
Robinson Building, Suite 1500
42 South 15th Street,

Legal process may also be served on any Plan Trustee.

5. **Collective Bargaining Agreement.** Contributions to the Plan are made on behalf of each participant in accordance with a Collective Bargaining Agreement between the Service Employees International Union, Local 36, AFL-CIO and the Building Operators' Labor Relations.

The Plan office will furnish you at a reasonable charge, upon written request, with a copy of the applicable Collective Bargaining Agreement.

The applicable Collective Bargaining Agreement can be made available for examination at the office of the Trustees or the Union.

6. **Source of Contributions.** The Plan benefits are provided through determined by the provisions of the collective bargaining agreements between the Union and the employer. The collective bargaining agreements generally require contributions to the Plan at fixed rates per hour worked (including holidays and vacations) but not to exceed 40 hours per week.

The Plan office will provide you, upon written request, with information as to whether a particular employer is a contributing employer and the employer's address.

7. **Type of Plan.** This is a welfare plan and provides legal services to eligible participants, their spouses and dependents.
8. **Trust Fund.** The Fund's assets are held in a trust fund and are invested in savings accounts, certificates of deposit and other investments.
9. **Identity of Provider of Benefits.** Spear, Wilderman, Borish, Endy, Spear & Runckel is the law firm providing the benefits under this

Plan. A general description of the benefits provided by the Plan is set forth in this booklet. A complete description of the benefits is contained in an agreement with Spear, Wilderman, Borish, Endy, Spear and Runckel and in the Plan Document.

10. **Plan Year.** The fiscal records of the Plan are kept separately for each Plan Year. The Plan begins January 1 and ends on December 31.
11. **Claims Procedure.** All claims for benefits must be submitted to Spear, Wilderman, Borish, Endy, Spear & Runckel. Claims submitted must be accompanied by any information or proof requested and reasonably required to process such claims.
12. **Appeal Procedure.** If you request legal services and the request is wholly or partially denied, the Trustees shall, within thirty (30) days of the date you requested service, give you notice in writing setting forth the specific reason or reasons for denying the service. The notice shall also make specific reference to the pertinent Plan provision upon which the refusal is based and shall also describe any additional material or information necessary for your claim to be honored, and an explanation of why such material is necessary.

You will also be advised that you have a right within sixty (60) days of your receipt of notice from the Trustees to request a review of your claim by the Trustees, to review pertinent Plan documents, and to submit issues and comments to the Trustees in writing. If you request a review, the review will take place at the next regularly scheduled meeting of the Trustees, but in any event, not later than thirty (30) days from the date you request the review. After the review, the Trustees will render their final decision in writing within sixty (60) days after you have requested your review. The decision will set forth the specific reason for the denial of service, and specific reference to the Plan provisions upon which the decision was made.

13. **Interpretation of Plan Provisions.**

Notwithstanding any other provision contained herein, the Trustees shall have the sole and absolute discretion to determine eligibility for benefits under the Plan and to construe and interpret the provisions of the Plan and Agreement and Declaration of Trust, including, but not limited to, doubtful or disputed terms, and to make factual determinations with respect thereto. The decision of the Trustees shall be final and binding.

14. **Consent to Disclose.** A participant agrees that the provider may disclose to such person or persons designated by the trustees to audit the records of the provider, the participant's file and any other information pertaining to any legal matter which the provider is handling on behalf of the participant.

15. **Statement of ERISA Rights.** As a participant in this Plan, you are entitled to certain rights and protections under the Employer Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- (a) Examine, without charge, at the Plan Administrator's office, and at other specified locations such as worksites and union halls, all Plan documents including the provider agreement, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of this 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 the other Plan participants.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits under the Plan or exercising your rights under ERISA.

If your claim for legal services is denied in whole or in part, you must 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 thirty (30) days, you may file suit in federal court. In such 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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 a federal court. 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. 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, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor.