

**SEIU LOCAL 32BJ, DISTRICT 36, BUILDING OPERATORS
LEGAL SERVICES PLAN**

SUMMARY PLAN DESCRIPTION

Effective January 1, 2019

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**SEIU LOCAL 32BJ, DISTRICT 36
BUILDING OPERATORS
LEGAL SERVICES PLAN**

THIS SUMMARY PLAN DESCRIPTION CONTAINS A SUMMARY IN ENGLISH OF YOUR PLAN RIGHTS AND BENEFITS UNDER THE LEGAL SERVICES PLAN. IF YOU HAVE DIFFICULTY UNDERSTANDING ANY PART OF THIS SUMMARY PLAN DESCRIPTION, PLEASE CONTACT THE PLAN ADMINISTRATOR AT (215) 568-3262, MONDAY THROUGH FRIDAY, 9:00 AM – 5:00 PM FOR ASSISTANCE IN YOUR OWN LANGUAGE.

INTRODUCTION

The SEIU Local 32BJ, District 36 Building Operators Legal Services Plan (the “Plan”) is designed to provide comprehensive legal advice and services to participants, their spouses and dependents. The Plan was created 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 the Summary Plan Description for purposes of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), of the benefits provided under the SEIU Local 32BJ, District 36 Building Operators Legal Services Plan and is effective January 1, 2019. Any benefits provided under the Plan prior to January 1, 2019, are subject to the terms and provisions of the Plan then in effect.

This booklet is only a summary of the Plan. The terms set forth in the Plan document and

the trust agreement will control in case of any inconsistency between this summary and those legal documents. Your rights to benefits can only be determined in these legal documents, as interpreted by official action of the Trustees. You may examine any of these documents without charge. (See "Statement of ERISA rights" on pages 9-10). You should refer to this summary plan description if you need information about your Plan benefits.

The Trustees intend to continue the Plan indefinitely, but reserve the right to amend or terminate, in their sole discretion.

Upon full termination of the Plan, Plan assets will be allocated in accordance with the applicable provisions of the trust agreement and federal law.

The benefits under the Plan are not “vested.” This is true for Retired Employees and for active employees. Therefore, at any time the Trustees can end or amend benefits, including Retired Employee benefits, in their sole and absolute discretion, notwithstanding the terms of any other document, including a collective bargaining agreement, to the contrary.

WHO IS ELIGIBLE AND WHEN DOES PARTICIPATION BEGIN?

1. YOUR 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 eligible to participate in the Plan if your employment is governed by 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 eligible to participate if 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.

(d) 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.

2. DEPENDENT ELIGIBILITY

Your spouse and dependents are also covered under the Plan if you are eligible. The Plan may from time to time require proof of continued eligibility in order for

your spouse and dependents to remain eligible.

(a) Spouse

In order for an individual to be eligible to participate in the Plan as your spouse, you must be married to the individual in accordance with applicable law and the individual 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 through the end of the month following the month in which such Participant's death occurs. Spouses who both are eligible participants will not be entitled to coverage if they become adverse parties in litigation.

(b) Dependents

In order for an individual to be eligible to participate in the Plan as your dependent, the individual must be your unmarried child, who (1) is under 18 years of age, or (2) has reached 18 years of age but is 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 the individual's support for the calendar year in which the services under the Plan are provided. Your dependent will continue to be eligible for benefits only through the end of the month following the month in which your death occurs.

OBTAINING LEGAL SERVICES

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

NAME: SPEAR WILDERMAN,
P.C.

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. ET, 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:

- Domestic relations matters of participants only, including:
 - Divorce proceedings
 - Settlement and property settlement agreements in domestic relations matters, including:
 - Custody of children;
 - Separation and property agreements
 - Support and alimony hearings
 - Protection from abuse claims
- 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 Plan 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
 - Mortgage modifications
- Review of a contract (not related to a trade or business of the participant, spouse, or dependent)
- Handling of consumer complaints
- Bankruptcy petitions (limited to one (1) filing of a bankruptcy petition every two years)
- Defense of a participant in a consumer debt 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 does not include representation in connection with parking tickets.
- Protection from abuse claims by participants only other than in domestic relations matters
- Immigration services limited to individual and family-based immigration and excluding business-based immigration; including immigration-related filing fees of up to \$1,800 per participant (including on behalf of a participant's family members) per year, with a lifetime total limit on such filing fees of \$4,500; including:
 - **Application for Naturalization** – for lawful permanent residents to become naturalized citizens.
 - **Petition for Alien Relative** – petition for spouse or family member to become lawful permanent residents
 - **Adjustment of Status** – in conjunction with Petition for Alien Relative
 - **Deferred Action for Childhood Arrival (DACA)** – or any other deferred status pursuant to an act of Congress or a lawful executive order
 - **Certificate of Citizenship** – to establish and prove previously acquired United States citizenship
- **Fiancé Visa** – to bring a fiancé to the United States for the purpose of marriage (for participants and dependents only)
- **Waivers** – of inadmissibility of family members for purposes of pursuing lawful permanent residence
- **Green Card Renewal** – for expired or lost legal permanent resident status
- **Advanced Parole** – travel authorization for those not otherwise permitted
- **VAWA Petition** – for spouses or children who have suffered abuse at the hands of a United States citizen or legal permanent resident
- **Work Authorization** – to obtain and Employment authorization Documents
- **Asylum and Withholding of Removal** – for asylees, refugees, and those who fear removal to their country of origin by reason of persecution or torture
- **Deportation and Removal** – appearance before the Executive Office for Immigration Review court for removal proceedings
- **Temporary Protected Status (TPS)** – application for and renewal of residence status due to conditions in country of origin preventing safe return

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. The Plan Provider may provide counsel outside the Plan 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
- 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 Plan 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.
- Legal representation in a matter included under Covered Services in any court or administrative agency outside the local geographical jurisdiction of the union (Philadelphia and contiguous counties in Pennsylvania and New Jersey, and New Castle County, Delaware), where the Plan has a referral relationship with a lawyer authorized to practice in that state. If you have a matter in another state, check with the Legal Services Plan Provider for coverage.
- Legal representation for spouses with respect to hearings and proceedings not involving a participant regarding support, custody, or enforcement of domestic relations settlement and property agreements. As a condition of representing a participant's spouse in

any such matter, the Plan Provider may require the participant and spouse to sign an agreement waiving any current or future conflict of interest.

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

The only services covered by the Plan are those described above. The Plan will not cover any other legal services, including but not limited to, the following matters:

- Prosecution of civil matters in Pennsylvania Municipal Court or Common Pleas Court or similar courts outside of Pennsylvania
- 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, be given, however.
- Individual tax matters, and tax advice, including preparation of tax returns
- 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
- Real estate transactions 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.
- Legal representation in any court or administrative agency outside the geographical jurisdiction of the Union (Philadelphia and contiguous counties in Pennsylvania, New Jersey, and Delaware), or where the Plan has a referral relationship with an attorney authorized to practice that jurisdiction
- 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 Plan Provider
- Building Operators Labor Relations, its officers, agents or employees
- 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.

WITHDRAWAL BY PLAN PROVIDER

The Plan Provider may cease performing services on behalf of a participant if it is discovered that there is any conflict of interest or if the performing of such services violates the canons of professional ethics. The Plan Provider reserves the right to withdraw as counsel to a participant whenever (1) the participant loses eligibility under the Plan or (2) the Plan Provider 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 Plan Provider intends to withdraw and you will be given the opportunity to engage other counsel.

WHEN DO BENEFITS STOP?

A participant's benefits under the Plan stop on the earliest of:

- The end of the month following the month in which the participant is no longer actively employed by an employer contributing to the Plan (unless he or she qualifies as a Retired Employee); the participant will be considered to be actively employed for as long as the participant is receiving disability benefits from the SEIU Local 32BJ, District 36, Building Operators Welfare Trust Fund; or
- The end of the month following the month in which the participant's employer ceases to have an obligation to contribute to the Plan on behalf of the participant.

MISCELLANEOUS INFORMATION ABOUT THE PLAN

1. Name of the Plan. The Plan is known as the SEIU Local 32BJ, District 36, Building Operators 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
Manny Pastreich
Daisy Cruz

SEIU Local 32 BJ - District 36
1515 Market Street
Suite 1020
Philadelphia, PA 19102

Employer Trustees

Robert Martin
Steven Logue
Tony Hughes
Building Operators Labor Relations
1515 Market Street
Suite 1305
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:

John J. Rongione
SEIU Local 32BJ District 36 Benefit
Funds
1515 Market Street
Suite 1020
Philadelphia, PA 19102

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 an applicable collective bargaining agreement between the Service Employees International Union, Local 32BJ, AFL-CIO and 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 is also available for examination at the office of the Trustees or the Union.

6. Source of Contributions. The Plan benefits are provided through the contributions of each participating employer as determined by the provisions of an applicable collective bargaining agreement between the Union and the participating employer. Each collective bargaining agreement generally requires 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 participants, 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 Plan Provider. Spear, Wilderman, P.C. is the law firm providing the benefits under this Plan, and is referred to in this summary plan description as the "Plan Provider."

10. Plan Year. The fiscal records of the Plan are kept separately for each Plan Year. The Plan Year begins January 1 and ends on December 31.

11. Claims Procedure. All claims for benefits must be submitted to the Plan Provider. 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 Plan Provider may disclose to such person or persons designated by the trustees to audit the records of the Plan Provider, the participant's file and any other information pertaining to any legal matter which the Plan Provider is handling on behalf of the participant.

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, 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 Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan 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.)
- (c) Receive a summary of the Plan's financial report. The Plan Administrator is required by law to

furnish each participant with a copy of this summary annual report.

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 a benefit is denied or ignored, in whole or in part, you have the 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 thirty (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. 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, 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, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 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.