

OPERATING ENGINEERS LOCAL 57 LEGAL SERVICE FUND

857 Central Avenue, Johnston, Rhode Island 02919

Telephone: (401) 331-9191 Fax: (401) 764-0015

Union Trustees

James J. White
Co-Chairman

Timothy E. Quillen
Secretary-Treasurer

Employer Trustees

Michael A. Gammino III
Co-Chairman

Administrator
Shawn A. Houlihan

Dear Member:

This Plan has been established to provide legal assistance and services to you and your eligible dependents regarding your personal affairs.

The Plan is maintained pursuant to Collective Bargaining Agreements between Participating Employers and the Union. The full cost of the Plan is paid for by the Participating Employers, and those monies are invested in the fund to provide benefits to eligible members and pay fund expenses. Services provided by this Plan shall be limited to the resources available to the Plan.

The Board of Trustees is authorized to alter, amend, limit or expand the Plan at any time. However, changes in the Plan shall be prospective in operation only and shall not deprive a beneficiary or dependent of services to which he was entitled in connection with any matter pending at the time of the change

Only the full Board of Trustees is authorized to interpret the plan of benefits described in this Summary Plan Description. No Employer or any Union, nor any representative of any Employer or Union, is authorized to interpret this Plan -- nor can such person act as an agent of the Board of Trustees.

We have made every effort to make this SPD as accurate as possible, but the SPD is not the plan document. Your rights to benefits under this Plan can only be determined by consulting the Legal Service Plan itself, which is available at the Fund Office. If any conflict should arise between this SPD and the actual plan document, the provisions of the plan document always govern.

The Trustees believe this Plan is a sound one, but must necessarily reserve the right to change its terms from time to time or terminate the Plan should conditions warrant such action. Please read this booklet carefully and keep it with your important papers for future reference. If you have any questions about your benefits, your Union Trustee, Fund Office or the Plan Administrator will be happy to answer them for you.

Sincerely,

BOARD OF TRUSTEES

GENERAL INFORMATON

Plan Administrator / Plan Sponsor-

Trustees of the IUOE Local 57 Legal Service Plan
857 Central Avenue, Johnston, Rhode Island 02919
Telephone: (401) 331-9191

The joint Board of Trustees, which administers the Plan, consists of two Union and two Employer representatives.

Employer Identification Number

05-0390663

Plan Number

001

Fiscal Year End Date

December 31

Type of Plan

The IUOE Local 57 Legal Service Plan is a welfare plan providing prepaid legal services.

Agent for Service of Legal Process

I.U.O.E. Local 57 Legal Service Fund
857 Central Avenue, Johnston, Rhode Island 02919
Telephone: (401) 331-9191

You may also serve legal process upon any of the Trustees

Trustees

Employer Trustees

Mr. Michael A. Gammino III
Construction Industries of RI
615 Jefferson Blvd
Warwick, RI 02886

Union Trustees

Mr. James J. White
IUOE Local 57
857 Central Avenue
Johnston, RI 02919

Mr. Timothy E. Quillen
IUOE Local 57
857 Central Avenue
Johnston, RI 02919

Labor Organization

IUOE Local 57
857 Central Avenue
Johnston, Rhode Island 02919
Telephone: (401)-421-6678

A list of labor organizations covered under the Plan is available from the Plan Administrator upon written request, as is a list of names and addresses of employers who participate in the Plan.

Funding Medium

The Legal Service Fund is a separate trust fund for the purpose of paying the benefits provided under the Plan.

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Fund's assets and reserves are presently invested by the Plan Administrator in accordance with the guidelines of the Board of Trustees.

Source of Contributions

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with the Labor Organization. The Collective Bargaining Agreements require contributions to the Plan at fixed rates per payroll hour.

Availability of Certain Documents

As a member, a copy of the collective bargaining agreement(s), plan document, and documents filed with the Department of Labor are available for your inspection during business hours at the labor organization headquarters, 857 Central Avenue, Johnston, Rhode Island. You may also make a written request to receive a copy of these documents from the Plan Administrator.

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ELIGIBILITY

Eligibility Requirements

You will be eligible to receive the services provided under the Plan if, at the time you seek such services, you are:

- An employee actively employed by a Participating Employer; and
- You have accumulated 500 recorded hours of employment with one or more of the Participating Employers.

You are eligible for coverage under the Plan if contributions have been made on your behalf by Participating Employers on either of the two dates in each calendar year:

- You are eligible **on January 1** if you are credited with either:
 - 500 hours during the six-month period ending December 31, or
 - 1,000 hours during the twelve-month period ending December 31.
- You are eligible **on July 1** if you are credited with either:
 - 500 hours during the six-month period ending June 30, or
 - 1,000 hours during the twelve-month period ending June 30.

Once a case has been started under this Plan for you or an eligible dependent when you meet the eligibility requirements described above, it will be carried on to its conclusion, subject to the limitations in the benefit plan structure, even though after the start of the representation, you or your dependent's eligibility may have terminated. *Note: Eligibility for benefits commences when a cause of action accrues against you or an eligible dependent, not when you or your eligible dependent seeks to avail yourself of the benefits under this Plan.*

Eligible Dependents

A spouse or other dependent shall be eligible to receive the services provided under the Plan, as long as you continue to be eligible and consent to the receipt of such services. Your dependents are:

- Your spouse if not legally separated;
- Your unmarried child("child" as used herein shall include an adopted child, step child, or foster child) who has not attained his 19th birthday or 23rd birthday if attending an accredited school or college on a full-time basis.
- Your unmarried child up to the age of thirty (30) who has the same legal residence as you and who is mentally or physically incapable of earning his own living and is wholly dependent upon you for his support and maintenance.

Termination of Benefits

Eligibility will cease on either of the following dates in each calendar year:

- On December 31 unless you have been credited with either
 - 500 hours during the six-month period ending December 31, or
 - 1,000 hours during the twelve-month period ending December 31;
- On June 30 unless you have been credited with either
 - 500 hours during the six-month period ending June 30, or
 - 1,000 hours during the twelve-month period ending June 30.

Eligibility for Disabled Employees

If you are disabled, whether by an industrial accident or illness or because of a non-occupational accident or illness, you will remain eligible for all benefits under the Plan:

- for two years from the date of such disability, or
 - until your return to work for a Participating Employer,
- Whichever is earlier provided you were eligible for benefits when such disability commenced.

Dependents' Benefits upon Death of Eligible Employee

When an eligible employee dies, his dependents (provided they are eligible at the time of his death) will continue to be entitled to benefits under this Plan until the end of the period for which the employee's recorded work hours would have entitled him to benefits if he had not died.

BENEFITS

Attorneys

Attorneys providing legal services under the Plan shall be compensated from the IUOE Local 57 Legal Service Fund. The attorneys' services shall be provided in accordance with the professional and ethical standards expected of lawyers. In providing such legal services, the attorneys shall adhere to the rules of the Plan; but they shall receive no further instructions, direction or interference from or by the Plan's officers or agents. Their obligations and relations as attorneys shall be exclusively with their clients. They shall maintain the confidentiality of the lawyer-client relationship in accordance with the applicable canons of ethics. They shall refuse to provide services in any matter they believe to be clearly without merit or frivolous. Within the State of Rhode Island and Massachusetts legal services will be provided by a panel of Attorneys unless outside counsel is deemed necessary or appropriate by the Administrator.

Services Available

Subject to the limitations described on page 8, the following services shall be provided by the Plan to you and your eligible dependents without any fee or charge:

- ***Legal advice and consultation***
- ***Office work***
 - Conference and Negotiations, including any and all meetings with adverse or associated parties, their attorneys or agents, telephone conversations or other efforts to settle cases or problems short of litigation or after litigation has commenced.
 - Letter Writing and Document Drafting or Review, including drafting or review of leases, contracts, settlements, releases, notaries acts, or any other type of legal document, or the filling out of forms.
 - Investigation and Research, including legal research, opinions and any activity performed by an attorney or others under his direction in ascertaining facts, finding and taking statements of witnesses that may be necessary to the adequate legal representation of the client.

Specific Matters Covered

The following specific matters in the State of Rhode Island are covered by the Plan:

- ***Consumer transaction*** - Consumer transaction will basically include the defense of claims and lawsuits arising from members' consumer transactions for the purpose of goods or services other than those undertaken primarily for commercial or profit-making purposes; claims or suits for automobile deficiency balances or deficiency balances for any repossessed merchandise; claims or suits seeking collection of an unpaid balance under contracts of purchase or similar claims resulting from services rendered. In addition to the defense and disposition of such claims, should judgment be entered against beneficiary, then defense will be undertaken against all supplementary legal procedures as listed below:
 - Representation of debtor-defendant in wage deduction proceedings (garnishment). It is understood that such representation will necessarily include vacating judgments or modifying Court orders of any kind.
 - Appropriate defense against wage assignments by preparation of affidavit of defense and attempts to negotiate and settle or, in the alternative, force the creditor to commence legal action.
 - Representation of defendant in answer to citation proceedings for discovery of assets including

- Conference with creditors, auditors, and accountants, trustee and trustee's attorney.
- Obtain discharge.
- **Minor traffic violations**
- **Paternity** - Cases involving suits against putative father to establish paternity and enforce payment of child support.
- **Immigration**- Proceedings for deportation or change of status arising under immigration laws or any hearings involving immigration problems.
- **Claims against own insurance company**

Limitations on Services

Notwithstanding the foregoing, services under the Plan shall be provided only to the extent indicated:

- Each beneficiary shall be entitled to representation in not more than two (2) juvenile matters each calendar year for each of his minor children (less than eighteen (18) years of age.)
- Representation in criminal cases shall be limited to misdemeanors.
- Representation will include matters of a civil nature which are not specifically excluded from coverage.
- Each covered family shall be entitled to up to twenty (20) hours of legal services in connection with up to two (2) matters or proceedings during each year of operation (January through December) of the Plan. Upon exhaustion of twenty (20) hours of service, representation in any pending matter or proceeding shall be continued to its conclusion in that particular court.
- Costs and expenses incurred in connection with legal services provided under the Plan in any court or administrative proceeding.
- Bail or collateral shall be provided to an eligible member or dependent, if necessary, in an amount not in excess of \$500.00. In the event of forfeiture of such bail or collateral, the eligible member or dependent shall reimburse the Plan for such loss. No further services under the Plan shall be provided to an eligible member or dependent until such reimbursement is made.

Services not covered by the plan

The following services are not covered by the Plan:

- Commercial or income-producing realty matters involving leases, buy and sell agreements, incorporations, and general business transactions.
- Claims on behalf of plaintiff for bodily injuries resulting from accident or other cause.
- Claim for compensation under Workmen's Compensation Act.
- Legal services which are fee-generating or commercial in nature.
- Controversies or suits against the trust, trustees, employers, IUOE Local 57, International Union of Operating Engineers, Administrator of Plan, the Local Unions affiliated with the International Union of Operating Engineers or their officers, the Operating Engineers' Health & Welfare or Pension or Training Funds or their employees or administrators or agents.
- Contingent fee cases.
- Taxes - Preparation and filing of federal and state tax returns.
- Business Expenses - Legal fees and expenses incurred in connection with any business venture participated in by a beneficiary, including all legal expense for which a federal income tax deduction or allowance would be permissible as a business expense or capital investment.
- All pending cases in which counsel has already been engaged or retained.

FILING A REQUEST FOR SERVICES CLAIM DENIAL REVIEW PROCEDURES

All requests for services under the Plan must be made to the IUOE Local 57 Benefit Fund Office 857 Central Avenue, Johnston, Rhode Island 02919. You should call the Fund Office at (401) 331-9191.

- You will be notified by the Trustees of the acceptance or denial of your request for services within 90 days of receipt.
- If your request for services is denied, the Trustees will provide you with a written notice including the specific reason for the denial, references to the specific Plan provisions on which it is based and a description of additional information or material which you could submit to support your request for services. It will also explain why the additional information is needed.
- If you do not receive a notice, you may request a review as if the request for services has been denied.
- You have the right to appeal the denial of a request for services. The Trustees will also provide you with an explanation of the review procedures.
- Upon the denial of the request for services, you can:
 - review all documents relating to the denial;
 - submit all issues and comments in writing; and
 - Request, in writing, within 60 days after the receipt of the notice of denial, a review of your request for services by the Trustees. To request a review of the denial, you must send a letter, postage prepaid, to:

Chairman, Review Committee
IUOE Local 57 Legal Service Fund
857 Central Avenue,
Johnston, Rhode Island 02919.

- Upon receipt of such a letter, the Chairman will appoint three members of the Review Committee to investigate the complaint and to submit a report to the full Committee for its recommendation.
- If you or your eligible dependent is dissatisfied with the decision of the Review Committee, you shall be entitled to obtain a resolution of the dispute through the process of arbitration. The Chairman of the Review Committee shall arrange for the conduct of the arbitration proceeding in accordance with the rules of the American Arbitration Association.
- The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be authorized to allocate the costs of the arbitration proceeding between you or your eligible dependent and the Legal Service Fund on a fair and equitable basis.

MISCELLANEOUS PROVISIONS

- The services provided for herein are for the sole benefit of you and your eligible dependents. Such services shall not inure to the benefit of, nor vest in, any other person or entity, public or private, such as a Trustee in bankruptcy or under Chapter XIII or any other Trustee under the National Bankruptcy Act, or to any assignee for the benefit of creditors or otherwise. Services provided under the Plan are not assignable.
- The Plan shall be subrogated to all rights of you or your eligible dependent to recover attorneys' fees and costs against any person or entity. You or your eligible dependents shall execute and deliver to the Plan any instruments or papers and do whatever else is necessary to secure such rights for the Plan; and they shall do nothing to prejudice such rights.
- Neither you nor your eligible dependent is required or obligated to consult with or be represented by an attorney employed or retained by the Plan; and you or your eligible dependent shall remain free to consult with or be represented by any other attorney concerning any matter at his own expense.

YOUR ERISA RIGHTS

As a Participant in the IUOE Local 57 Legal Service Plan, you are entitled to certain rights and protections 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 Trustees' office and at other specified locations, such as worksites and union halls, all plan documents, including collective bargaining agreements and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Trustees. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Trustees are required by law to furnish 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 the 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 welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to have the Trustees review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you make written request for materials from the Trustees 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 Trustees to provide the materials and pay you up to \$100.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. 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, for example, if it finds your claim is frivolous.

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.