



**International Union
of Operating Engineers
Local 57
LEGAL SERVICE PLAN**

2019 SUMMARY PLAN DESCRIPTION

OPERATING ENGINEERS LOCAL 57 LEGAL SERVICE PLAN

857 Central Avenue
Johnston, Rhode Island 02919
Telephone: (401) 331-9191
Fax: (401) 764-0015
Website: iuoelocal57.org

BOARD OF TRUSTEES

Employer Trustees	Union Trustees
Mr. Michael A. Gammino III Co-Chairman	Mr. James J. White Co-Chairman
	Mr. Steven M. Rogers Secretary-Treasurer

Administrator

Shawn A. Houlihan

Assistant Administrator

Ryan J. White

Accountant

Ward, Fisher and Company, LLP
250C Centerville Road
Warwick, RI 02886-4353

DEAR PARTICIPANT:

The International Union of Operating Engineers Local 57 Legal Service Plan (the "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 Contributing Employers and the Union. The full cost of the Plan is paid for by the Contributing Employers and those monies are invested in the Plan to provide benefits to Participants and Eligible Dependents and pay Plan expenses. You are not required or permitted to make contributions to the Plan. Services provided by this Plan will 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 will be prospective in operation only and will not deprive a Participant or Eligible Dependent of services to which he or she was entitled to 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 (SPD). 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.

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.

We have made every effort to make this SPD as accurate as possible. Please read this SPD carefully and keep it with your important papers for future reference. If you have any questions about your benefits, your Union Trustee, the Plan Office or the Plan Administrator will be happy to answer them.

Sincerely,
BOARD OF TRUSTEES

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GENERAL INFORMATION

Name of Plan

International Union of Operating Engineers Local 57 Legal Service Plan

Plan Administrator/Plan Sponsor

Trustees of the I.U.O.E. 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 representatives and one Employer representative.

Employer Identification Number

The Employer Identification Number (EIN) issue to the Plan is: 05-0390663.

Plan Number

The Plan Number is: 001.

Fiscal Year End Date

December 31

Type of Plan

The I.U.O.E. Local 57 Legal Service Plan is a self-administered welfare plan providing prepaid legal services.

Agent for Service of Legal Process

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

You may also serve legal process upon any of the Trustees, care of the Plan Office.

Trustees

Employer Trustees	Union Trustees
Mr. Michael A. Gammino III Construction Industries of RI 615 Jefferson Boulevard Warwick, RI 02886	Mr. James J. White I.U.O.E. Local 57 857 Central Avenue Johnston, RI 02919
	Mr. Steven M. Rogers I.U.O.E. 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 Plan is a separate trust for the purpose of paying the benefits provided under the Plan.

Benefits are provided from the Plan's assets, which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a trust for the purpose of providing benefits to Participants and Eligible Dependents and defraying reasonable administrative expenses.

The Plan'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 (CBAs) require contributions to the Plan at fixed rates per payroll hour.

Availability of Certain Documents

The Plan is maintained pursuant to Collective Bargaining Agreements (CBAs) between Contributing Employers and the Labor Organization(s). As a Participant in the Plan, a copy of the CBAs and documents filed with the Department of Labor are available for your inspection at the Plan Office during normal business hours. You may also make a written request to receive a copy of these documents from the Plan Administrator.

DEFINITIONS

COVERED EMPLOYMENT is work covered by an agreement between your employer and the International Union of Operating Engineers Local 57 and its affiliated branches, which requires your employer to make contributions at a fixed amount per hour to the IUOE Local 57 Legal Service Plan (the “Plan”) on your behalf. An employer who has signed such an agreement is a Contributing Employer. Covered Employment also means any service for which contributions are to be made by your employer under an agreement with the Plan, such as full-time salaried instructors employed by the Local 57 Apprenticeship and Skill Improvement Fund, Office employees of the Health and Welfare Fund or Apprenticeship Fund, or management or office employees of the Union. Contributing Employers make all contributions to the Plan. There are no contributions required from Participants.

CONTRIBUTING EMPLOYER(S) is an employer who is bound by a Collective Bargaining Agreement with the Union or any other agreement, which requires contributions to be made to the Plan.

COVERAGE PERIOD is a period of six consecutive calendar months, commencing on the first day of any January or July.

ELIGIBILITY PERIOD is a period of 6 or 12 consecutive calendar months, commencing on the first day of any January or July that immediately precedes a Coverage Period.

EMPLOYEE is someone who is covered under a Collective Bargaining Agreement or other written participation agreement for whom contributions are required to be made to the Plan.

PARTICIPANT is an Employee who is enrolled in the Plan and is actually eligible for benefits under the Plan.

PLAN is the International Union of Operating Engineers Local 57 Legal Service Plan.

PLAN YEAR is January 1 through December 31.

SPOUSE is the person to whom you are legally married, or a common-law spouse when recognized by the State of Rhode Island only.

UNION is the International Union of Operating Engineers Local 57 (IUOE Local 57) and its affiliated branches, successors and assignees

SUMMARY OF BENEFITS

- Participants and Eligible Dependents (with the Participant's consent) are eligible for up to a combined total of 50 hours in legal services within a calendar year.
- There is a 50-hour lifetime limit on any single legal matter or complaint.
- Benefits cover lawyer fees only and do not include other costs or expenses that may be incurred in any court or administrative procedure, such as filing fees.
- If a Participant and/or Eligible Dependent is no longer eligible or has exhausted benefits, cases may continue on a direct self-pay basis with an attorney.
- All benefits are private and attorney client privilege will be maintained at all times. The Plan will only determine a Participant's eligibility for benefits and receive a reporting of the hours used by Participants.

ELIGIBILITY

Active Employees

As an active Employee, you are eligible for coverage if you have worked a sufficient number of hours in Covered Employment and the required contributions have been received by the Plan from your Contributing Employer(s).

Initial Eligibility

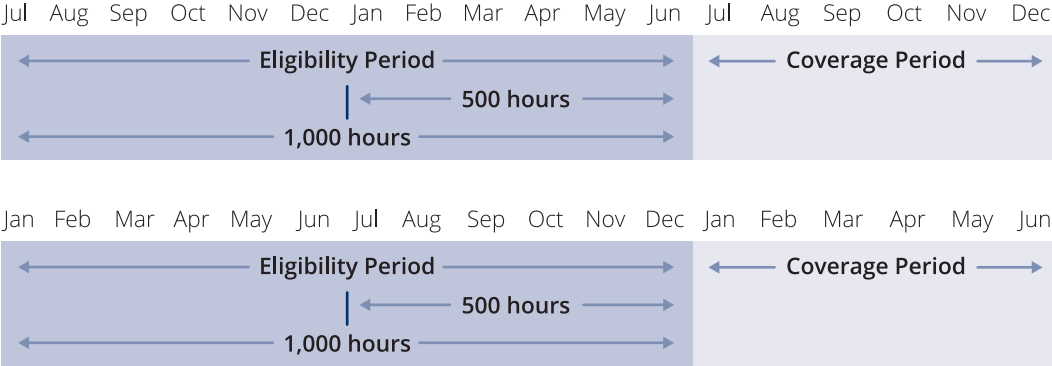
You will become eligible for coverage on the first day of a Coverage Period immediately following:

- The six-month Eligibility Period in which you have accumulated at least 500 hours of Covered Employment; or
- The 12-month Eligibility Period in which you have accumulated at least 1,000 hours of Covered Employment.

A **Coverage Period** is a period of 6 consecutive calendar months, commencing on the first day of any January or July.

An **Eligibility Period** is a period of 6 or 12 consecutive calendar months, commencing on the first day of any January or July that immediately precedes a Coverage Period.

Illustration



Continuation of Eligibility

Your eligibility will continue during each Coverage Period that you have at least 500 hours of Covered Employment in the six-month Eligibility Period or at least 1,000 hours of Covered Employment in the 12-month Eligibility Period for which contributions have been received by the Plan from your Contributing Employer(s).

Termination of Eligibility

Your coverage will terminate on the last day of any Coverage Period if:

- You do not satisfy the “Continuation of Eligibility” requirements mentioned previously; or
- The Plan does not receive the required contributions from your Contributing Employer(s).

If you are employed by a Contributing Employer in a job classification for which the Union is the collective bargaining agent and you move from the employ of that Contributing Employer to another Contributing Employer, your coverage will continue if you otherwise meet the rules for eligibility.

Eligible Dependents

A spouse or other dependent will 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 Eligible Dependents are:

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

Dependents’ Benefits upon Death of Eligible Employee

In the event of your death, your dependents (provided they are eligible at the time of your death) will continue to be entitled to benefits under this Plan until the end of the period for which your recorded work hours would have entitled you to benefits, had you not died.

Eligibility for Disabled Employees

If you are disabled because of a non-occupational accident or illness, you will remain eligible for all benefits under the Plan for two years from whichever of the following dates is earliest, provided you were eligible for benefits when your disability began:

- The date of your disability; or
- Until you return to work for a Contributing Employer.

BENEFITS

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.

Attorneys

Attorneys providing legal services under the Plan will be compensated from the IUOE Local 57 Legal Service Plan. The attorneys' services will be provided in accordance with the professional and ethical standards expected of lawyers. In providing such legal services, the attorneys will adhere to the rules of the Plan; but they will receive no further instructions, direction or interference from or by the Plan's officers or agents. Their obligations and relations as attorneys will be exclusively with their clients.

Attorneys will maintain the confidentiality of the lawyer-client relationship in accordance with the applicable canons of ethics. They will refuse to provide services in any matter they believe to be frivolous or clearly without merit.

Within the States 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.

Subject to the limitations described on page 10, the following services will be provided to you and your Eligible Dependents. You will be responsible for any court fees, costs or expenses, payable in advance, provided you have been apprised of the expense, and the attorney is authorized to incur said expense on your behalf.

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, notary's acts, or any other type of legal document, or the filling out of forms.
- **Legal Research**, including opinions and any activity performed by an attorney or others under their direction in ascertaining facts, and 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 States of Rhode Island and Massachusetts are covered by the Plan:

Consumer Transactions

Consumer transactions include the defense of claims and lawsuits arising from Participants' or Eligible Dependents' 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 a 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 motions and other actions needed to vacate judgments or open default orders.
- Representation of defendants when served with executions and/or levies for money.
- The filing of wage earner bankruptcy cases or proper insolvency proceedings when appropriate.
- Defense of a debtor in post-bankruptcy proceedings. For example, when the debtor is sued for conversion of merchandise or obtaining money under a false financial statement or where action is taken against the debtor for recovery of merchandise sold as in a replevin suit or detinue action.

Domestic Relations (Family-Marital)

Legal matters or services arising under this topic usually involve the defense of a husband or a wife when either is confronted by a Court action against him or her to enforce compliance with a previously entered order of a Court, or involve the initiation of an action in an attempt to solve or alleviate some marital or family difficulty. These matters are customarily broken down into the following categories, which will be covered under the Plan:

- The filing of a complaint for divorce, or appearance and defense of such complaint, for either the husband or wife. This service contemplates the necessary negotiation to affect property settlement agreements or agreed support orders.
- The filing of a complaint for voidable marriage, either on behalf of the husband or the wife.
- The filing of an action for support maintenance on behalf of either the husband or the wife.

- Child support adjustments (post-decree motions) to increase or decrease amounts of child support or to modify divorce decrees because of a change of circumstances of the parties.
- The representation of either the husband or the wife in defense of an action filed against him or her for divorce and voidable marriage or support maintenance; including the filing of a necessary appearance and answers, and negotiating proper agreed orders.
- The preparation of Qualified Domestic Relations Order(s) (QDRO) to effect the division of the member's pension and/or annuity as the result of divorce, provided, however, coverage will be limited to the member's share of the cost of dividing the member's pension and/or annuity only.

Adoptions

The handling of adoption matters contemplates the customary action made with the approval or consent of both parents and requires the approval of an agency should the adoption be that of a non-related child. Also included, though not directly related, should be petitions for the change of the adopted child's name and the correction of public records and documents.

Landlord Tenant Problems

The services proposed under this topic envision the representation of tenants and can normally be said to fall within the following two categories:

- Defense of eviction actions brought against a tenant for the non-payment of rent or against a contract purchaser for the non-payment of installments under the contract; and
- Defense of mortgage foreclosure actions brought against a beneficiary/owner of up to a three family dwelling, wherein the beneficiary/owner normally resides.

Real Estate Transactions

The representation contemplated under this topic involves:

- The review of contracts for the purchase of up to a three-family dwelling, wherein you reside; and
- The negotiation and defense of property disputes.

The representation will not include real estate closings, title searches or closings costs.

Estate Planning

The preparation of wills, trusts and other estate planning tools. The creation of trusts will be limited to common trusts in estate planning and exclude complicated generation skipping tax trusts, etc.

Bankruptcy (Individual Non-Business)

- Preparation and filing of voluntary petitions, including schedules and statements of affairs.
- Attendance at the first meeting of creditors.
- Conference with creditors, auditors, accountants, trustees and trustees' attorney.
- Obtain discharge.

Minor Traffic Violations

Paternity

Cases involving prosecution of paternity actions by mother or defense of paternity actions by father.

Claims Against Own Insurance Company

For coverage issues only or more accurately, denial of coverage.

Limitations on Services

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

- Representation will only include matters of a civil nature, which are not specifically excluded from coverage.
- Each covered family will be entitled to up to fifty (50) hours of legal services during each year of operation (January through December) of the Plan. Upon exhaustion of fifty (50) hours of service, representation in any pending matter or proceeding may be continued on a self-pay basis to its conclusion in the particular court.
- Any single case, action, or filing will be limited to fifty (50) hours of coverage.
- Costs and expenses incurred in connection with legal services provided under the Plan in any court or administrative proceeding are not covered.

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 the plaintiff for bodily injuries resulting from an accident or other cause.
- Claims for compensation under the 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, the International Union of Operating Engineers, the 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—the preparation and filing of federal and state tax returns.
- Business Expenses—the 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.

Termination of Benefits

Benefits will cease under either of the following circumstances:

- Upon termination of your eligibility; or
- Once you have met the hour limitation for maximum benefits.

Miscellaneous Provisions

- The services provided for herein are for the sole benefit of you and your Eligible Dependents. Such services will 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 will 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 will execute and deliver to the Plan any instruments or papers and do whatever else is necessary to secure such rights for the Plan. The Plan will 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 will remain free to consult with or be represented by any other attorney concerning any matter at your own expense.
- The benefits provided by the Plan are not tax exempt and should be claimed as fringe benefit.

FILING A REQUEST FOR SERVICES AND CLAIM DENIAL REVIEW PROCEDURES

All requests for services under the Plan must be made to the IUOE Local 57 Plan Office at 857 Central Avenue, Johnston, Rhode Island 02919. You can call the Plan 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 that includes:

- The specific reason for the denial;
- References to the specific Plan provisions on which the denial is based; and
- A description of the additional information or material 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 Plan
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.

The Trustees will make every effort to interpret Plan provisions in a consistent and equitable manner. Similarly, you must follow the Plan's claims and appeals procedures completely before initiating a legal action to obtain benefits. This means you cannot start a lawsuit under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) to obtain Plan benefits until after you have requested an appeal and a final decision has been reached on the appeal.

The law also permits you to pursue your remedies under ERISA without exhausting these appeal procedures if the Plan has failed to follow them. No lawsuit may be started more than one year after the end of the year in which eligibility for benefits was denied.

STATEMENT OF RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a Participant in the International Union of Operating Engineers Local 57 Legal Service Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan Participants will be entitled to:

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including any 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 Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including any insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Fund Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Fund Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

You have the right to continue health care coverage for yourself or your Dependent spouse or Dependent children if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

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 welfare benefit or exercising your rights under ERISA.

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 them within 30 days, you may file suit in a federal court. In such a case, the court may require the Fund 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 Fund 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 medical child support order, you may file suit in 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.

However, in all cases including those described in the above paragraph, you must first exhaust your administrative remedies under the Plan by following the Claims Procedure and Claims Review Procedure described in this SPD before you may file suit in any court.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Fund 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 Fund Administrator, you should: 1) contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or 2) call the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272); or 3) visit the EBSA website at <http://www.dol.gov/ebsa>; or 4) write to the EBSA's Office of Participant Assistance at the following address:

Office of Participant Assistance
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW, Suite N-5625
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272).

