

**Group Legal Services Association
Solo, Small Firm, and General Practice Section
2014 Annual Conference
May 1-3, 2014, Las Vegas, Nevada**

Trustee Issues and Advice

Friday, May 2

3:20 pm – 4:20 pm

**Presenters: Steve Ginsberg, Unifor Legal Plans
Charles Johnson, Boston Teachers Union**



Stephen Ginsberg

Stephen Ginsberg is the Executive Director of the Unifor Legal Services Plan), which provides benefits to 90,000 active and retired members employed at GM, Ford, Chrysler and thirty other CAW-represented workplaces in Canada. Unifor delivers legal services using its own staff offices and a panel of 1,000 Co-Operating Lawyers, who agree to charge fees in accordance with the Unifor Fee Schedule. Stephen has been involved in all aspects of Unifor operations since its inception in 1985. Stephen has been active in the API for over twenty years. He is a current member of the API Board of Directors and served as API President in 1996/97. Stephen received his B.A. from the University of Toronto and his L.L.B. from the University of Western Ontario. He was called to the Bar in 1977, and practiced criminal law and family law in Toronto, prior to the start-up of the Unifor.



Charles Johnson

Charles R. Johnson presently holds the position of Secretary-Treasurer of the Boston Teachers Union. He is in his second term, and chairs the BTU's Prepaid Legal Plan. Prior to this position, he was on the Executive Board of the Union for more than twenty years. His tenure in the classroom spans thirty-five years, thirty years as an automotive technology instructor and several as an English language arts teacher.

Trustee Issues and Advice

A. Plan Design Elements

1. Eligibility – actives, spouses (same sex), dependents
2. Eligibility - retirees, surviving spouses
3. Eligibility - geographical limits
4. Delivery Model – staff office, lead law firm(s), large panel of attorneys
5. Coverage and Exclusions– business, family law, advice only, unbundling
6. Benefit Structure – deductibles, co-pays, hour banks, \$\$\$ maximums
7. Conflicts – with spouse/dependent, with other Plan member
8. Legal matters that are not covered – Plan assistance with referrals

B. Plan Governance and Oversight

1. Trustees – union only, joint employer-employee, outside members
2. Trustees - appointment, training, communication with union and members
3. Plan Counsel - role and relationship with the Board of Trustees
4. Chair, Board of Trustees – role and relationship with Plan Administrator
5. Plan Administrator – role and relationship with the Board of Trustees
6. Oversight – of inside staff, outside lawyers, 3rd party administrator
7. Oversight – client satisfaction questionnaires and member complaints
8. Oversight – use of operational data – opened cases, closed cases
9. Oversight – use of financial data – cost per case, cost per member
10. Changes to Plan rules and procedures – who, when, why, how
11. Multi Multi-Benefit Plans vs Stand-Alone Plan – unique issues
12. Funding, Investments, Taxes, Audits, Department of Labour

Trustee Issues and Advice

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PLAN DESIGN VARIATIONS

(Information is from Several Different Plans)

Retirees Covered	NO	YES	Partial	3 Months Only
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Separate Fund	NO	YES (Pass Through)	Shared
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Geographical Limits	U.S.A Laws Only	\$500 Limit Outside of New England	No Coverage Outside of City Limits	NO
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Primary Delivery Method	One Designated Law Firm	Two Designated Law Firms	Staff Lawyers & Panel Lawyers	Panel Lawyers Only
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"Outside" Legal Bills Reimbursed	NO	YES
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Conflicts Between Covered Employees	Both Covered	Limited Coverage	Both Covered only for Domestic Matters
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Co-Pays	NO	YES
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Deductibles	NO
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Prepaid Maximums	NO	Office Work Only for Some Cases	75/Hrs/Yr 50 Hrs/Case	35 Hours Annually
			100/Hrs/Yr 100 Hrs/Case	3 Cases Annually

Family Law Coverage	Mediation Only (15 Hr. Max)	Support Cases Not Covered	100 Hours Lifetime Per Family	Advice & Office Work Only (i.e. No Court)
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Exclusions	Personal Injury Plaintiff	Pre-Existing Matters	Contingency Fee Cases	Class Actions
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Attorney Minimum Experience Requirements	NO	5 Years
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Unifor Legal Services Plan

DIFFERENT BENEFIT PACKAGES

Entry-Level Benefits

Wills and Estates (including Powers of Attorney)

Optional Add-On: Summary Advice

- ▶ two-hour limit per case
- ▶ real estate and appeals excluded

Mid-Level Benefits

Wills and Estates (including Powers of Attorney)

Real Estate

Optional Add-On: Summary Advice

- ▶ two-hour limit per case
- ▶ real estate and appeals excluded

Full Benefits Package

Wills and Estates (including Powers of Attorney)

Real Estate

Tenant's Rights

Family Law

Civil Litigation

Criminal and Motor Vehicle

Consumer/Debtor

Administrative Law

Legal Problems	Code	Benefit	*Plan Pays	**Participant Pays
I. WILLS AND ESTATES				
1. a) Single Will	011	P	\$100. (B)	NIL
b) Will for Spouse	012	P	\$ 50. (B)	NIL
2. a) Single Property (Financial) Power of Attorney	013	P	\$ 60. (B)	NIL
b) Property (Financial) Power of Attorney for Spouse	014	P	\$ 30. (B)	NIL
c) Single Personal Care (Medical) Power of Attorney	113	P	\$ 40. (B)	NIL
d) Personal Care (Medical) Power of Attorney for Spouse	114	P	\$ 20. (B)	NIL
<i>NOTE: the Plan does not pay extra for (i.e. the block fee includes) additional powers of attorney naming alternate or substitute attorneys</i>				
<i>NOTE: the Plan does not pay extra for (i.e. the block fee includes) "living wills", medical directives or other personal care instructions or wishes made in connection with a personal care power of attorney</i>				
3. Estate Administration				
a) Lawyer's Work	018	M-2	\$110. per hour up to \$220.	\$110. per hour
b) Estate Trustee's Work (and guardian's work)	119	R	NIL	\$110. per hour
c) Staff Lawyer is Estate Trustee	118	R	NIL	"Executor's Compensation"
4. Litigation				
a) Claim is \$3,000. or less	016	M-4	\$110. per hour up to \$440.	\$110. per hour
b) Claim is over \$3,000.	017	M-10	\$110. per hour up to \$1,100.	\$110. per hour
5. Aborted Wills & Powers of Attorney	019	P	\$110. per hour up to \$100.	NIL
6.	117	R	NIL	\$110. per hour
OTHER: (e.g. complicated estate planning, advice only, inter vivos trust, appeals)				
II. REAL ESTATE				
1. Purchase, including incidental mortgages				
a) personal use property (2 year Rule)	021	P	\$600. (B)	NIL
b) other	121	R	NIL	\$600. (B)
c) aborted transactions	029	P	\$110. per hour up to \$600.	NIL
2. Sale, including incidental discharges				
a) personal use property (2 year Rule)	022	P	\$400. (B)	NIL
b) other	122	R	NIL	\$400. (B)
c) aborted transactions	029	P	\$110. per hour up to \$400.	NIL
3. Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments)				
a) personal use property (2 year Rule)	023	M-2	\$110. per hour up to \$220.	\$110. per hour
b) other	123	R	NIL	\$110. per hour
4. Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment; Declaration of Survivorship, Transmission Application				
a) personal use property	024	P	\$110. (B)	NIL
b) other	124	R	NIL	\$110. (B)
5. New mortgage - not incidental to purchase (includes incidental discharges)				
a) personal use property	025	P	\$350. (B)	NIL
b) other	125	R	NIL	\$350. (B)
c) aborted transactions	029	P	\$110. per hour up to \$350.	NIL
6. Foreclosure or Power of Sale	026	M-30	\$110. per hour up to \$3,300.	\$110. per hour
7. Litigation				
i) claim is \$3,000. or less	027	M-4	\$110. per hour up to \$440.	\$110. per hour
ii) claim is over \$3,000.	028	M-30	\$110. per hour up to \$3,300.	\$110. per hour
8. OTHER: (e.g. appeals)	129	R	NIL	\$110. per hour
III. TENANT'S RIGHTS				
1. Non Litigation (personal use property)	031	M-2	\$110. per hour up to \$220.	NIL
2. Litigation (personal use property)				
a) Monetary claim only and \$3,000. or less	032	M-4	\$110. per hour up to \$440.	\$110. per hour
b) Claim is over \$3,000. or non-monetary (e.g. eviction)	033	M-30	\$110. per hour up to \$3,300.	\$110. per hour
3. OTHER: (e.g. appeals)	039	R	NIL	\$110. per hour
IV. FAMILY				
1. Guardianship or Committee of Minor or Mental Incompetent				
a) Uncontested Application				
i) Lawyer's Work	041	P	\$470. (B)	NIL
ii) Guardian's Work (e.g. Management Plan)	119	R	NIL	\$110. per hour
b) Contested Application				
i) Lawyer's Work	141	M-12	\$110. per hour up to \$1,320.	\$110. per hour
ii) Guardian's Work (e.g. Management Plan)	119	R	NIL	\$110. per hour
2. Private Adoption				
a) Uncontested Application	042	P	\$400. (B)	NIL
b) Contested Application	142	M-12	\$110. per hour up to \$1,320.	\$110. per hour
3. Change of Name				
a) Uncontested Application	043	P	\$200. (B)	NIL
b) Contested Application	143	M-12	\$110. per hour up to \$1,320.	\$110. per hour
(FAMILY continued on next page)				

* **Plan Benefit** nil or block fee (B) or \$110. per hour up to maximum fee as indicated; Plan benefit does not include GST or any other taxes.

** **Participant Pays** nil or block fee (B) or \$110. Per hour as indicated (plus taxes, disbursements and title search fees).

1/9/2013E

Legal Problems	Code	Benefit	*Plan Pays	**Participant Pays
IV. FAMILY (continued)				
4. Domestic Contract				
a) Uncontested Application	044	P	\$470. (B)	NIL
b) Contested Application	144	M-12	\$110. per hour up to \$1,320.	\$110. per hour
5. Divorce or Annulment				
a) Lawyer for Applicant				
i) Uncontested	045	P	\$470. (B)	NIL
ii) Contested	145	M-12	\$110. per hour up to \$1,320.	\$110. per hour
b) Lawyer for Respondent				
i) Uncontested	046	M-12	\$110. per hour up to \$1,320.	\$110. per hour
ii) Contested	146	M-12	\$110. per hour up to \$1,320.	\$110. per hour
6. Quebec Notarial Marriage Contract	047	P	\$110. (B)	NIL
7. Spouse or dependent conflict with employee or retiree - NCL	048	N/A	\$110. per hour up to \$110.	N/A
8. OTHER:				
i) Uncontested matters not listed above (e.g. variations on consent)	049	M-12	\$110. per hour up to \$1,320.	\$110. per hour
ii) Contested matters not listed above (e.g. collections)	149	M-12	\$110. per hour up to \$1,320.	\$110. per hour
iii) Appeals	117	R	NIL	NIL
V. CIVIL LITIGATION				
1. Personal injury (only or in addition to property damage)	051	M-2	\$110. per hour up to \$220.	\$110. per hour
2. Property Damage Only (i.e. no personal injury)	052	M-2	\$110. per hour up to \$220.	\$110. per hour
3. Wrongful dismissal, professional malpractice, libel, slander	053	M-2	\$110. per hour up to \$220.	\$110. per hour
4. OTHER: (e.g. appeals)	059	R	NIL	\$110. per hour
VI. CRIMINAL AND MOTOR VEHICLE				
1. Motor Vehicle				
a) non-moving	061	R	NIL	\$110. per hour
b) moving	062	M-4	\$110. per hour up to \$440.	\$110. per hour
2. Criminal				
a) adult	063	M-4	\$110. per hour up to \$440.	\$110. per hour
b) young offender	064	M-4	\$110. per hour up to \$440.	\$110. per hour
3. Pardon	065	M-4	\$110. per hour up to \$440.	\$110. per hour
4. Estreat of bail	066	M-4	\$110. per hour up to \$440.	\$110. per hour
5. Suspension of driver's licence for medical reasons (initial hearing only)	067	M-30	\$110. per hour up to \$3,300.	\$110. per hour
6. OTHER: (e.g. appeals)	069	R	NIL	\$110. per hour
VII. CONSUMER/DEBTOR				
1. Collection action on personal/family debts (does not include items listed in Schedule VIII or judgements for personal injury or family law support)				
a) claim is \$3,000. or less	071	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	072	M-30	\$110. per hour up to \$3,300.	\$110. per hour
2. Personal Bankruptcy (does not include services ordinarily performed by Trustee or Official Receiver)				
a) claim is \$3,000. or less	073	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	074	M-30	\$110. per hour up to \$3,300.	\$110. per hour
3. Consumer transactions (e.g. contracts, warranties)				
a) claim is \$3,000. or less	075	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	076	M-30	\$110. per hour up to \$3,300.	\$110. per hour
4. Insurance claims or loss of coverage				
a) claim is \$3,000. or less	077	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	078	M-30	\$110. per hour up to \$3,300.	\$110. per hour
5. OTHER: (e.g. appeals)	079	R	NIL	
VIII. ADMINISTRATIVE LAW				
1. Veterans Benefit, Social Assistance Claim (includes Employment Insurance, Workplace Safety and Insurance Board Claim, and Criminal Injuries Compensation) (initial hearing only)				
a) claim is \$3,000. or less	081	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	082	M-30	\$110. per hour up to \$3,300.	\$110. per hour
2. Citizenship, Immigration, Deportation (initial hearing only)				
a) claim is \$3,000. or less	083	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	084	M-30	\$110. per hour up to \$3,300.	\$110. per hour
3. Canada/Quebec Pension Plan (initial hearing only)				
a) claim is \$3,000. or less	085	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	086	M-30	\$110. per hour up to \$3,300.	\$110. per hour
4. Claims to taxes by government (does not include tax planning or preparing tax returns); audits, administrative proceedings (initial hearing only), property tax assessment disputes (initial hearing only)				
a) claim is \$3,000. or less	087	M-4	\$110. per hour up to \$440.	\$110. per hour
b) claim is over \$3,000.	088	M-30	\$110. per hour up to \$3,300.	\$110. per hour
5. OTHER: (e.g. tax planning, appeals, notarizations)	089	R	NIL	\$110. per hour

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** **Participant Pays** nil or block fee (B) or \$110. per hour as indicated (plus taxes, disbursements and title search fees).

1/9/2013E

MID-LEVEL PLUS BENEFIT SCHEDULE

Legal Problems	*Plan Pays	**Participant Pays
I. WILLS AND ESTATES		
1. a) Single Will	\$100. (B)	NIL
b) Will for Spouse	\$ 50. (B)	NIL
2. a) Single Property (Financial) Power of Attorney	\$ 60. (B)	NIL
b) Property (Financial) Power of Attorney for Spouse	\$ 30. (B)	NIL
c) Single Personal Care (Medical) Power of Attorney	\$ 40. (B)	NIL
d) Personal Care (Medical) Power of Attorney for Spouse	\$ 20. (B)	NIL
<i>NOTE: the Plan does not pay extra for (i.e. the block fee includes) additional powers of attorney naming alternate or substitute attorneys</i>		
<i>NOTE: the Plan does not pay extra for (i.e. the block fee includes) "living wills", medical directives or other personal care instructions or wishes made in connection with a personal care power of attorney</i>		
3. Estate Administration		
a) Lawyer's Work	\$110. per hour up to \$220.	\$110. per hour
b) Estate Trustee's Work (and guardian's work)	NIL	\$110. per hour
4. Litigation		
a) Claim is \$3,000. or less	\$110. per hour up to \$440.	\$110. per hour
b) Claim is over \$3,000.	\$110. per hour up to \$1,100.	\$110. per hour
5. OTHER: (e.g. complicated estate planning, advice only, inter vivos trust, appeals)	NIL	\$110. per hour
II. REAL ESTATE		
1. Purchase, including incidental mortgages		
a) personal use property (2 year Rule)	\$600. (B)	NIL
b) other	NIL	\$600. (B)
c) aborted transactions	\$110. per hour up to \$600.	NIL
2. Sale, including incidental discharges		
a) personal use property (2 year Rule)	\$400. (B)	NIL
b) other	NIL	\$400. (B)
c) aborted transactions	\$110. per hour up to \$440.	NIL
3. Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments)		
a) personal use property (2 year Rule)	\$110. per hour up to \$220.	\$110. per hour
b) other	NIL	\$110. per hour
4. Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment; Declaration of Survivorship, Transmission Application		
a) personal use property	\$110. (B)	NIL
b) other	NIL	\$110. (B)
5. New mortgage - not incidental to purchase (includes incidental discharges)	\$350. (B)	NIL
6. Foreclosure or Power of Sale	\$110. per hour up to \$3,300.	\$110. per hour
7. Litigation		
i) claim is \$3,000. or less	\$110. per hour up to \$400.	\$110. per hour
ii) claim is over \$3,000.	\$110. per hour up to \$3,300.	\$110. per hour
8. OTHER: (e.g. appeals)	NIL	\$110. per hour
ADDITIONAL COVERAGE: SUMMARY ADVICE		
Consultation and advice for all personal legal matters <u>except</u> real estate transactions and appeals; two-hour limit per case.	\$110. Per hour up to \$220.	N/A

* **Plan Benefit** nil or block fee (B) or \$110. per hour up to maximum fee as indicated; Plan benefit does not include GST or any other taxes.

** **Participant Pays** nil or block fee (B) or \$110. per hour as indicated (plus taxes, disbursements and title search fees).

NOTE: Conflicts with Spouse or Dependent: In these situations, coverage for the Spouse or Dependent is limited; up to one hour reimbursement only.

NOTE: This Benefit Schedule does not apply unless you are using a Staff Lawyer or a Co-operating Lawyer or a Co-operating Notary. If you are using a Non-co-operating Lawyer or a Non-co-operating Notary, please contact the Plan for a Reimbursement Schedule.

4. Conflict of Interest

Conflicts of interest will arise often in the Plan. There are many different types of conflicts.

1. Staff Office Conflicts

The Plan's staff offices are, in effect, one single nationwide law firm, administered by a centralized management structure. This means that each staff lawyer's clients are also the clients of all other staff lawyers.

Members of one law firm cannot, in general, represent parties on both sides of a dispute or other legal matter. Accordingly, for those situations in which two eligible participants are on opposite sides, one or both of them should be referred to a co-operating lawyer.

In addition, if a legal problem involves a dispute between an eligible participant and one of the Plan's sponsors, this type of case (if not excluded) is viewed as a "conflict", because of the "appearance" of impropriety. For example, if a G.M. employee is being sued by a Ford dealership for money owed, this matter would be referred to a co-operating lawyer (note that the legal problem in this example is not excluded, but it would be if the G.M. employee were being sued by a G.M. dealership).

There are specific Intake Procedures to follow when a client calls for certain services (i.e. single wills, family law cases and litigation cases). See Part B - Coverage.

2. Conflicts With Spouse or Dependent

In all cases in which there is a conflict of interest between the eligible employee or retiree and a spouse or dependent the Plan coverage provided for the legal services will extend only to the employee or retiree. The spouse or dependent will be reimbursed for no more than one hour of initial advice and consultation at the Plan fee schedule hourly rate.

1. Staff Office Conflicts - Intake Procedures

1. When a client calls in for services **to be provided in any of our staff offices**, in any of the following circumstances, **you must ask for more information as follows:**

Type of Law	Additional Information Required
Litigation	▶ Name of Other Party
Family Law and Single Wills	▶ Name of Client's Current Spouse and Previous Spouse(s) ▶ Whether married or common-law

2. **Explain** to the client that we require this information because we need to know if there is any possible conflict.
3. **Type in "Special Instructions"** the names of the other party (in litigation cases) and all names of current and former spouses (in Family Law and single will cases).
4. **Set up Appointment.** Tell client that **the lawyer will call you if there is a problem**, otherwise we'll see you at appointed time.
5. **Do a conflicts search** by checking in CASE for any work done by our office for this other party. Type in **Special Instructions** "Conflicts Search Done" - "No Conflicts" or "Alerted Lawyer".
6. **Alert the lawyer** of a possible conflict.

B. EXCLUSIONS**i) Business**

The business exclusion applies to matters which require significant legal services for business assets.

ii) Disbursements

The participant is responsible for all disbursements.

C. CONFLICTS

If there is a conflict or dispute **among co-Estate Trustees, co-Attorneys or co-Guardians**, there is only Plan coverage for those who are Plan members (see section 4, Litigation, below).

If there is a conflict or dispute **between the Attorney (or Guardian) and the person for whom he or she is the Attorney (or Guardian)**, there is only Plan coverage for those who are Plan members in their own right.

Early-Identification Conflicts

The Attorney (or Guardian) is eligible for full Plan coverage (codes 018 & 119) if he or she is Plan-eligible in his or her own right, **but** this is often not the situation we face when we receive an Intake Call from the spouse or adult child of a POA Donor.

Typical Situation: Primary Plan Member is the POA Donor.
Spouse or adult child (non-Plan member) is Attorney.

Intake Response: Code 048 CIF for Attorney (Conflict Coverage Only).
(with possibility of additional coverage - see below)

When the spouse or the adult child of a Primary Plan member is not Plan-eligible in his or her own right, there is only code 048 coverage unless he or she can establish that there is no conflict with the Primary Plan Member.

The Plan may allow additional coverage beyond code 048 if the Guardian's or the Attorney's lawyer writes to the Claims manager at Head Office (non-staff lawyer cases), explaining why there is no conflict. For staff office cases, the Managing Lawyer has discretion to extend coverage.

Additional coverage approvals will usually require medical evidence or a Court Order. (see CIF - Special Instructions, below)

Appendix "A"**SCREENING FOR STAFF LAWYER CONFLICT - INTAKE PROTOCOL**

Staff Lawyers are allowed to provide code 048 conflict coverage to Attorneys, and in some cases additional coverage beyond code 048. Read this section in conjunction with section 3. A-2, above, starting at page 23.

IF the Attorney (or Guardian) wants to use a staff lawyer, AND

1. The Donor (or Mental Incompetent) is the Primary Plan Member, or
2. Our staff office drafted the Power of Attorney for the Donor.

Use the Following Protocol:

1. Advise the Attorney (or Guardian) that we provide one-hour conflict coverage,
2. Make an appointment for the Attorney (or Guardian), for general advice only, code 048.
3. Tell the attorney (or Guardian) to bring the following to the appointment:
 - a. the Donor, if the Donor is mentally competent, or a medical opinion that the Donor is mentally incompetent, and
 - b. the signed Power of Attorney (or Court Order re. Guardianship), and if possible
 - c. a copy of the Donor's will.

Note: We will not give the Attorney our file-copy of the Power of Attorney (unless by Court Order). BUT, if there is a medical opinion that the Donor is mentally incompetent, then each Manager has the discretion to give a notarial copy to the Attorney.

CIF - SPECIAL INSTRUCTIONS

1. When opening the Code 048 CIF, mark in Special Instructions: **"Maximum one hour for general advice. If no conflict with Donor of POA, contact Managing Lawyer for possible additional coverage."**
2. If the Managing Lawyer is ***satisfied** that there is no conflict with the Plan member, and if further services are required beyond general advice,
 - a. change the CIF from code 048 to codes 018/119 as appropriate, **and**
 - b. mark in Special Instructions **"Conflict with Donor resolved, per (Manager's Initials)"**

Note: To resolve the potential conflict, the Manager will rely, in part, upon a signed authorization from a mentally competent Donor, or a medical opinion that the Donor is mentally incompetent, and a signed copy of the Donor's will, to see who the Estate Trustee(s) are.

For **Coverage Details** see section 3. A-2 above, starting at page 23.
For a **Coverage Situations Chart**, see next page.

Appendix “B”

COVERAGE SITUATIONS CHART

Read this section in conjunction with the coverage at section 3. A-2, above, starting at page 7, and Appendix “A”, above.

Early-Identification Conflicts

The Attorney (or Guardian) is eligible for full Plan coverage (codes 018 & 119) if he or she is Plan-eligible in his or her own right, but this is often not the situation we face when we receive an Intake Call from the spouse or adult child of a POA Donor.

Typical Situation: **Primary Plan Member is the POA Donor. Spouse or adult child (non-Plan member) is Attorney.**

Intake Response: **Code 048 CIF for Attorney (Conflict Coverage Only).**
(with possibility of additional coverage - see below)

The Plan may allow additional coverage beyond code 048 if the Guardian's or the Attorney's lawyer writes to the Claims manager at Head Office (non-staff lawyer cases), explaining why there is no conflict. For staff office cases, the Managing Lawyer has discretion to extend coverage.

Additional coverage approvals will usually require medical evidence or a Court Order. (see CIF - Special Instructions, below)

The chart, below, sets out a variety of different possibilities, some of which are not discussed above.

D O N O R

		MEMBER	SPOUSE/DEPENDENT	NOT PLAN PARTICIPANT
A T T O R N E Y	MEMBER	Attorney Covered	Attorney Covered	Attorney Covered
		Donor Covered	Donor CONFLICT (code 048, possibly more)	Donor NOT Covered
	SPOUSE/ DEPENDENT	Attorney CONFLICT (Code 048, possibly more)	Spouse (Attorney or Donor) Covered	Attorney Covered
		Donor Covered	Dependent (Attorney or Donor) CONFLICT (Code 048, possibly more)	Donor NOT covered
	NOT PLAN PARTICIPANT	Attorney CONFLICT (Code 048, possibly more)	*Attorney CONFLICT (Code 048, possibly more)	Attorney NOT Covered
		Donor Covered	Donor Covered	Donor NOT Covered

UNIFOR LEGAL SERVICES PLAN

Stephen B. Ginsberg, B.A., LL.B
Executive Director

Suite 600, 1 St. Clair Avenue West
Toronto, Ontario M4V 3C3

Tel: 416-960-2410
Fax: 416-960-8047
Toll Free: 1-800-268-7573

Dear Unifor Plan Member:

The Unifor Legal Services Plan wishes to ensure that the legal services it provides to the Participants of this Plan are of the highest possible quality. One method of doing this is to ask that you take a few minutes to share with us your opinion of our program and its lawyers by completing the questionnaire on the reverse side.

Your answers about the way your legal problem was handled are the best way we have of making sure that our lawyers are providing services that are satisfactory.

If your lawyer did a good job for you, we would like to know this. On the other hand, if your lawyer did not do a good job, we would especially like to know so that we may provide you with better service in the future.

I urge you to take the time to complete the questionnaire. This will help us evaluate our effort to provide high quality legal services in an efficient and cost-effective manner.

Yours very truly,



Stephen B. Ginsberg
Executive Director

SBG/sk

COPE
Local 343

UNIFOR LEGAL SERVICES PLAN

Client Satisfaction Survey

Name of Lawyer: _____

Lawyer I.D. _____

Name of Client: _____

LP CODE: _____

CIF: _____

1. Were you treated courteously by your lawyer? Yes No

2. Were you treated courteously by other persons working in the office? Yes No

3. Did your lawyer clearly explain your legal problem and the stages needed to resolve it? Very clearly Somewhat confusing Not clearly

4. How well did your lawyer keep you informed about what was happening with your case? Very well informed Somewhat well informed Not well informed

5. Were the question you asked your lawyer answered to your satisfaction? Yes No

6. Did you think your case was completed within a reasonable time? Yes No

7. Were you satisfied with your lawyer's work? Very satisfied Somewhat satisfied Not satisfied

8. Were you satisfied with the outcome of your case? Very satisfied Somewhat satisfied Not satisfied

9. Would you want to use this lawyer again the next time you require legal services? Yes Maybe No

10. Please write down any other comments that you may have. We welcome any criticisms or praise for the program that you may wish to share with us.

Thank you very much for completing this questionnaire! Please return it in the attached stamped, self-addressed envelope as soon as possible. If you wish to be contacted, please include your telephone number.

UNIFOR LEGAL SERVICES PLAN

Stephen B. Ginsberg, B.A., LL.B.
Executive Director

Suite 600, 1 St. Clair Avenue West
Toronto, Ontario M4V 3C3

Tel: 416-960-2410
Fax: 416-960-8047
Toll Free: 1-800-268-7573

AUTHORIZATION

I, [client name] , **AUTHORIZE** , _____ Complaints Specialist, Unifor Legal Services, or her designate to have access to my legal file(s). I further authorize her or her designate to discuss any and all aspects of my file with my lawyer and his or her staff.

I further authorize and direct my lawyer to provide any information about my file to the UNIFOR Legal Services Plan.

AND FOR SO DOING, this shall be your good and sufficient authority.

DATED AT _____ , **this** _____ **day of** _____ , **2014.**

(Sign here) _____

UNIFOR
LEGAL SERVICES
PLAN

2013

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Ford Motor Company of Canada, Limited

Chrysler Canada Inc.

UNIFOR

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Mahle

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Mississauga Seating Systems

Windsor Modules

Qualtech Seating

Voith Canada Inc.

QUESTIONS AND ANSWERS ABOUT YOUR LEGAL SERVICES PLAN

Q. WHAT IS IT?

A. The Plan is a self-administered, non-profit trust. It provides quality legal services at affordable prices to eligible Unifor members and their families. The Plan is established by collective agreements negotiated between each sponsor and Unifor.

Q. WHO RUNS IT?

A. Each separate Plan agreement establishes a board of TRUSTEES called the ADMINISTRATIVE COMMITTEE, which usually has equal company and union representation and an independent Chairperson. In order to achieve significant cost savings, each separate Plan uses the same central administration, run on a day-to-day basis by an Executive Director who reports to the trustees.

Q. HOW IS IT FINANCED?

A. Plan benefits and administrative expenses are paid from a TRUST FUND. Contributions to this Fund are made by the sponsors in amounts established through collective bargaining.

Q. WHO IS ELIGIBLE?

A. Each separate Plan agreement has its own eligibility rules, which are usually the same as those established for health benefits in the collective agreement. Most provide eligibility for bargaining unit employees and retirees. In most cases, spouses and surviving spouses of employees and retirees are also eligible, as are unmarried, dependent children, under age 26, who reside at home.

QUESTIONS AND ANSWERS

Q. WHAT IS COVERED?

A. There are three possible levels of coverage, depending on your Plan Agreement: Entry-Level (Wills and Estates coverage); Mid-Level (Wills, Estates and Real Estate) and Full Benefits.

Q. WHEN DOES COVERAGE START?

A. The effective date of Plan coverage varies for each sponsor. Check your Collective Agreement or call a Staff Office near you to find out when your coverage commenced. *Any matter that started before your commencement date is not covered.*

Real Estate cases start when you sign the purchase or sale agreement, or when you sign the mortgage commitment. Other cases start when you hire the lawyer.

Benefit changes only apply to cases that start on or after the effective date of the change.

Q. HOW DO I USE IT?

A. CALL THE PLAN FIRST. When you call, be sure you have your employee number and seniority date available. Your eligibility will be checked and the Plan coverage for the legal service you require will be explained. The addresses and telephone numbers of all Plan offices are listed at the back of this brochure. Call the Staff Office nearest to you. If there is no Staff Office near you, call the Head Office in Toronto.

Q. WHAT IF I HAVE A COMPLAINT?

A. Any Participant who is dissatisfied for any reason should call the Head Office in Toronto.

QUESTIONS AND ANSWERS

Q. WHAT IS EXCLUDED FROM PLAN COVERAGE?

- A.** The Plan will not provide benefits or in any other manner pay for the following:
- ▶ fines and penalties, whether civil or criminal
 - ▶ any judgment for civil damages, including judicially awarded costs
 - ▶ costs attendant to the purchase or sale of real estate, such as registration fees, land transfer taxes, surveys, real estate agent commissions, title insurance premium, and for title searches
 - ▶ all disbursements such as court filing fees, process serving, transcripts, expert witnesses, etc.
 - ▶ legal services outside of Canada or the U.S.A.
 - ▶ services provided by non-lawyers, except notaries in Quebec and British Columbia
 - ▶ legal services which are for a Participant's business
 - ▶ matters involving federal, provincial, municipal or local election to any public office
 - ▶ any proceeding involving the Participant's employer, its subsidiaries, dealers, directors, officers or agents
 - ▶ any proceeding involving the Participant's union, its subordinate or affiliated bodies or the officers or agents of such, or any labour union or association representing employees of the Participant's employer
 - ▶ any proceeding arising under applicable labour relations acts, labour codes or labour standards acts
 - ▶ any bankruptcy proceeding that would result in discharge of a debt owed to the Participant's employer, its subsidiaries, dealers, directors, officers or agents, the Participant's union or any benefit plan or trust established or maintained by the employer
 - ▶ proceedings against or arising out of any benefit plan established or maintained by the Participant's employer, including proceedings against any trust or insurance carrier through which such benefits are provided to the employer, its employees or retirees, including any dispute involving the Plan
 - ▶ Workers' Compensation or Employment Insurance matters involving the Participant's employer

Q. WHAT ABOUT GST, HST AND OTHER SALES TAXES?

- A.** The Plan does not pay sales or other taxes related to lawyer or notary fees.

PLAN COVERAGE

Q. HOW IS THE SERVICE DELIVERED?

A. CALL THE PLAN FIRST. Plan participants must contact the Staff Office located nearest to them or the Head Office in Toronto to determine their eligibility and benefits under the Plan. Participants may go to a staff lawyer in the Staff Office, a co-operating lawyer or notary or a non-co-operating lawyer or notary for their legal services.

Staff Lawyers are employed by the Plan, work in Staff Offices and provide legal services to Participants according to the Plan fee schedule.

Co-operating Lawyers and Notaries are in private practice and have contracted with the Plan to provide legal services to Participants according to the Plan fee schedule.

Non-co-operating Lawyers and Notaries are in private practice and have not contracted with the Plan to provide legal services to Participants according to the Plan fee schedule. **They may extra-bill** Participants over and above the Plan fee schedule.

No matter which kind of lawyer or notary you use it is still important to CALL THE PLAN FIRST to determine your eligibility and the benefit available to you under the Plan.

Q. WHO PAYS?

A. For legal fees paid by the Plan (see "Prepaid" and "Mixed" below) the Plan will pay directly for the services of staff lawyers and co-operating lawyers or notaries. If you choose to use a non-co-operating lawyer or notary **you** pay him or her directly and submit the account to the Head Office in Toronto. The Plan will reimburse you up to the amount of the Plan fee schedule.

For legal fees that are your responsibility (see "Mixed" and "Referral" below) you pay the lawyer or notary directly. If you so choose and if available, the Plan will refer you to a co-operating lawyer or notary or to a staff lawyer who will only charge you in accordance with the current Plan fee schedule. For most cases you will be charged an hourly rate; for others (e.g. Wills) you will be charged a fixed amount.

PLAN COVERAGE

Q. WHAT TYPES OF BENEFITS ARE PROVIDED?

A. There are three types of benefits available:

PREPAID (P): means that the Plan will pay all legal fees, except title search fees, at the Plan fee schedule rate. **You** are responsible for all disbursements and taxes (e.g. GST, HST).

MIXED (M): means that the Plan pays for the first part of the legal fees (except taxes and GST, HST) at the Plan fee schedule rate. Payment for subsequent legal fees is **your** responsibility. There are five types of Mixed benefits.

M-2: The Plan pays for the **first two hours**.

M-4: The Plan pays for the **first four hours**.

M-10: The Plan pays for the **first ten hours**.

M-12: The Plan pays for the **first twelve hours**.

M-30: The Plan pays for the **first thirty hours**.

REFERRAL (R): means that, if you so choose and if available, the Plan will refer you to a co-operating lawyer or notary or a staff lawyer who will only charge you in accordance with the current Plan fee schedule rate. **You** are responsible for all fees, taxes and disbursements.

PLEASE NOTE

1. The Committee that administers this benefit has the authority to make decisions, from time to time, that affect the benefits and coverage provided to members. Consequently, the information as to benefit coverage provided in this brochure is subject to change. It is important for you to **check with the Plan** as to benefit coverage and eligibility whenever legal services are required. ALWAYS CALL THE PLAN FIRST.

2. Co-operating Lawyers are **not** "Plan Lawyers". Co-operating Notaries are **not** "Plan Notaries". They are not employed by the Plan. They are lawyers in private practice in your community who have agreed to bill according to our fee schedule. **The Plan is not responsible for any act or omission by any Co-operating Lawyer or Co-operating Notary.**

3. In all cases in which there is a **conflict of interest** between the eligible employee or retiree and a spouse or dependent, the Plan coverage provided for the legal services required will extend **ONLY** to the employee or retiree. The spouse or dependent will be reimbursed for no more than one hour of initial advice and consultation at the Plan fee schedule hourly rate.

TYPES OF LEGAL SERVICES

	BENEFIT TYPE		
	PREPAID (P)	MIXED (M)	REFERRAL (R)

I. WILLS & ESTATES

1. Will, Codicil, Power of Attorney (P)
2. Inter Vivos Trusts (R)
3. Probate or Administration of an estate (M-2)
4. Litigation (does not include personal representative's work)
 - a) Claim is \$3,000 or less (M-4)
 - b) Claim is over \$3,000 (M-10)
5. Other (R): (e.g. appeals, personal representative's work)

II. REAL ESTATE (PERSONAL USE PROPERTY ONLY)

1. Purchase, *Sale and Incidental Mortgages
 - a) "2 year Rule" - one purchase and sale every 2 years (P)
 - b) Not covered by "2 year Rule" (R)
2. New Mortgages (not incidental to purchase) (P)
3. Litigation
 - a) Claim is \$3,000 or less (M-4)
 - b) Claim is over \$3,000 (M-30)
4. Other (R): (e.g. appeals)

**Sales in Quebec are not covered*

III. *TENANTS' RIGHTS

1. Leases (P)
2. Litigation
 - a) Claim is \$3,000 or less (M-4)
 - b) Claim is over \$3,000 or non-monetary (e.g. eviction) (M-30)
3. Rent Review - coverage is limited to pro-rata basis, according to number of units in the apartment complex
4. Other (R): (e.g. appeals)

**Coverage is for tenants only, unless personal use property is being rented out on a temporary basis.*

TYPES OF LEGAL SERVICES

BENEFIT TYPE

PREPAID (P)

MIXED (M)

REFERRAL (R)

IV. FAMILY

1. *Uncontested Adoption, Domestic Contract, Divorce, Annulment, Guardianship or Committee of Minor or Mental Incompetent, Change of Name (P)
2. *Uncontested Matters Not Listed Above (e.g. variations of court orders, etc.) (M-12)
3. Contested Family Law Matters (M-12) (e.g. contested divorce or domestic contract, variations of court orders, etc.)
4. Other (R): (e.g. appeals)
**"Uncontested" means no issues remain unresolved when the parties first approach a lawyer.*

V. CIVIL LITIGATION

1. Personal injury (M-2)
2. Property damage only (M-2) (i.e. no personal injury)
3. Professional malpractice (M-2)
4. Wrongful dismissal (M-2)
5. Other (R): (e.g. appeals)

VI. CRIMINAL & MOTOR VEHICLE

1. Criminal offences, motor vehicle moving offences, pardons (M-4)
2. Suspension of driver's licence for medical reasons (M-30) (initial hearing only)
3. Non-moving motor vehicle offences (R) (e.g. parking tickets)
4. Other (R): (e.g. appeals)

TYPES OF LEGAL SERVICES

BENEFIT TYPE

PREPAID (P)

MIXED (M)

REFERRAL (R)

VII. *CONSUMER/DEBTOR

1. Claim is \$3,000 or less (M-4)
2. Claim is over \$3,000 (M-30)
3. Other (R): (e.g. appeals)
**Plan coverage is for consumer transactions (e.g. warranty complaint, insurance claims or loss of coverage) and to defend some types of collection actions. Contact your nearest Plan office for specific coverage details.*

VIII. *ADMINISTRATIVE/GOVERNMENT

1. Claim is \$3,000 or less (M-4)
2. Claim is over \$3,000 (M-30)
3. Other (R): (e.g. appeals)
 - * Initial hearing only.
 - * Plan coverage is for Veterans' Benefits, Social Assistance Claims, Employment Insurance, Citizenship, Immigration, Deportation, Claims to taxes (does not include preparation of tax returns or tax planning), Canada/Quebec Pension Plan, Federal Revenue Ministry, Property Tax Assessment dispute.

This brochure contains information of a general nature only. Specifics concerning eligibility and the benefits provided are available by contacting the Staff Office nearest to you or the Head Office in Toronto.

UNIFOR LEGAL SERVICES PLAN STAFF OFFICES

WINDSOR

2345 Central Avenue
Windsor, Ontario N8W 4J1
(519) 944-5222
1-800-381-2209

OSHAWA

Oshawa Shopping Centre
Executive Tower, Suite 603
Oshawa, Ontario L1J 2K5
(905) 433-4242
1-800-387-6592

ST. CATHARINES

55 King Street, Suite 206
St. Catharines, Ontario L2R 3H5
(905) 641-1313
1-800-318-0782

LONDON

1069 Wellington Road South
Suite 102, London, Ontario N6E 2H6
(519) 681-7730
1-800-890-9772

OAKVILLE

700 Dorval Drive, Suite 406
Oakville, Ontario L6K 3V3
(905) 842-3101
1-800-465-9701

QUEBEC

940 Grande-Allée, Suite 220
Boisbriand, Québec J7G 2J7
(450) 437-6560
1-800-880-7959

BRAMPTON

23 Regan Road, Suite 2
Brampton, Ontario L7A 1B2
(905) 790-6400
1-877-332-2444



UNIFOR

LEGAL SERVICES PLAN

HEAD OFFICE

1 St. Clair Ave. West, Suite 600
Toronto, Ontario M4V 3C3

TELEPHONE

(Toronto)
(416) 960-2410

TOLL FREE

1-800-268-7573

MASSACHUSETTS LABORERS' LEGAL SERVICES PLAN

14 New England Executive Park • Suite 100 • Burlington, MA 01803

Tel. (781) 273-3939 • Toll Free 1-800-852-3000 • Toll Free ME-NH-VT: 1-800-225-4213

Fax: (781) 273-1133

BOARD OF TRUSTEES

UNION TRUSTEES

James Merloni, Jr.
Chairman

David Sargo
Michael P. Gagliardi
Christopher C. Murphy

EMPLOYER TRUSTEES

Leo R. Reed, Esq.
Secretary

Gilbert R. Heitert, Esq.
David P. Powell
Barbara J. Delucca

ADMINISTRATOR

Cesare Pietrangelo, Jr., Esq.

Dear participants of the Massachusetts Laborers' Legal Services Plan:

The Trustees of the Massachusetts Laborers' Legal Services Fund are proud to present you with this revised Summary Plan Description. The Plan is well positioned to deliver the highest quality legal services to its participants and eligible beneficiaries. The Massachusetts Laborers' Union was a pioneer in the delivery of legal services as a benefit to its members. In the thirty-two years of our existence we have served many workers and their families in Massachusetts, Maine, New Hampshire and Vermont.

Our experience has taught us how to anticipate the problems that confront us in an increasingly complex society and how to best avoid these problems. We know that a significant number of our members will need a lawyer for help with estate planning; consumer problems; debt and bankruptcy; domestic difficulties including divorce, separation, support and custody; real estate transactions and landlord tenant problems; vehicle and traffic offenses and other minor criminal charges. We have learned to deal with these matters in the most competent and expedient manner.

We have provided our fund participants with high quality, cost efficient legal services. This new booklet describes those benefits and encourages you to use them when the need arises. You can also use your benefit to avoid potential legal problems by getting a legal check-up, preparing a will or reviewing an old will, or merely consulting with a lawyer on any covered problem.

Whatever you discuss with your lawyer will be held in strict confidence.

We are justifiably proud of the services our legal staff has provided over the last 32 years and we look forward to continuing our services for many years to come.

Sincerely,

Board of Trustees

MASSACHUSETTS LABORERS' LEGAL SERVICES PLAN

SUMMARY PLAN DESCRIPTION

EFFECTIVE FEBRUARY 1, 2008

GENERAL INFORMATION

Massachusetts Laborers' Legal Services Fund Board of Trustees:

James Merloni, Chairman
New England Laborers Training Center
37 East Street
Hopkinton, MA 01748

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New England Mechanical Association
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Hingham, MA 02043

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Christopher C. Murphy
Laborers' Local 609
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Framingham, MA 01702

David P. Powell
Director of Labor Relations
AGC of Massachusetts
888 Worcester Street, Suite 40
Wellesley, MA 02482-3708

Fund Administrator:

Cesare Pietrangelo, Jr., Esquire
Massachusetts Laborers Legal Services Fund
14 New England Executive Park, Suite 100
Burlington, MA 01803

Fund Counsel:

Darren F. Corrente, Esquire, Counsel
Corrente Law Corporation
226 South Main Street, Suite 300
Providence, RI 02903

Main Office:

Massachusetts Laborers Legal Services Fund
14 New England Executive Park, Suite 100
Burlington, MA 01803

Website Address: www.mlb.org
Telephone Numbers: 800-352-3000, 781-273-3939 from ME, NH VT 800-225-4213
Facsimile Number: 781-273-1133
Employer Identification No. (EIN): 04-6357603

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INTRODUCTION

The Massachusetts Laborers' Legal Services Plan (hereafter "Plan") was established by the Board of Trustees of The Massachusetts Laborers' Legal Services Plan pursuant to collective bargaining agreements between participating Local Unions of the Laborers' International Union of North America, (AFL-CIO) and various employers. The operation of the Plan is supported by regular contributions made pursuant to these agreements.

The day-to-day operations of the Plan and the work of the attorneys in the Main Office are overseen by the Plan Administrator who reports directly to the Fund Trustees. The Attorneys providing services under the Plan are compensated by the Fund and receive no further compensation from the client-beneficiary. There is no infringement upon the independent exercise of the professional judgment of the lawyers furnishing services under the Plan. Their obligations as attorneys are exclusively with their client and confidentiality is maintained in accordance with the Canons of ethics. Services will not be provided to a member who is uncooperative as determined by the Administrator.

The Trustees are authorized to alter, amend, limit or expand the Plan at any time. However, changes shall only be prospective and shall not deprive a beneficiary of services he or she may have been entitled to at the time of the change. When a significant change is made to this Plan, a description of the change will be distributed to beneficiaries of the Plan.

The Plan may refuse to provide services in any matter the Plan Administrator believes to be frivolous or without substantial merit.

Legal Services throughout the States of Massachusetts, Maine, New Hampshire and Vermont are provided by the main office in Burlington, Massachusetts, the satellite offices or by lawyers used in Northern New England. The services provided are limited to those specific matters listed on pages 4-8.

ELIGIBILITY

The following persons shall be eligible to receive the services provided under the Plan if, at the time they seek such services, they are:

1. An employee who has been employed by an employer participating in and contributing to the Massachusetts Laborers' Legal Services Plan fund, and who has accumulated 300 recorded hours of employment with one or more of the contributing employers.
2. Eligible to receive the services provided under the Plan to commence as of the first day of the second calendar month following the month in which the employee accumulates the 300 recorded hours of employment and will continue during each calendar month provided the employee has completed at least 300 hours of active employment with one or more employers contributing to the Massachusetts Laborers' Legal Services fund for twelve (12) consecutive months, excluding the month in which the claim arose and the preceding month.
3. A spouse or other eligible dependent shall receive the services provided under the Plan, as long as the delivery of said services does not conflict with the interests of the employee and the employee continues to be eligible for the receipt of such services.
4. "Dependents" shall be defined herein as follows:
 - a. A spouse, not legally separated and residing with the employee.
 - b. An unmarried child, (including an adopted child) who has not attained his or her 19th birthday, or if a full time student at an accredited school or college, his or her 23rd birthday.
 - c. An unmarried child who has not attained his or her 30th birthday who is totally disabled, dependent upon the member for support and maintenance, and resides with the member.

In the event an employee's eligibility terminates while a case is pending, the case will be carried to its conclusion subject to the limitations in the Plan. A case is deemed to be pending when a summons and complaint, or an answer, has been served upon the opposing party.

SERVICES AVAILABLE

The Plan's legal services include advice, counseling, associated legal preparation of documents, and representation for the following legal matters, provided these matters are personal legal services and do not arise from any business venture or commercial enterprise.

A. GENERAL:

1. Advice and Consultation: Each member or dependent will receive as much advice and consultation on Plan covered matters during the year as is required to meet the member's needs, except those matters listed under "Exclusions".
2. Drafting and Review of Legal Documents: Each member or dependent shall be entitled to such drafting or review of documents, including leases, contracts, settlements, releases or notarial acts, as may be required to meet the member's needs. See "Exclusions".
3. Legal Research: Each member is entitled to legal research or opinions for areas of the law covered under the terms of this Plan.

B. CONSUMER TRANSACTIONS AND DEBT:

Services will include the representation in claims and lawsuits arising from members' consumer transactions for the purchase or sale of goods or services other than those undertaken for commercial or profit making purposes.

Consumer transactions will include disputes with a seller or buyer over merchandise or service you have bought or sold (including insurance policies); debt problems resulting from loans, including mortgages on your primary residence (if you own the building in which your primary residence is located, it must contain no more than three dwelling units including yours); installment contracts; or any other financial obligation you are unable to meet within the terms of the Plan. In appropriate cases the Plan will represent you in insolvency proceedings.

In addition to the defense and disposition of such claims, should judgment be entered against the beneficiary, and then defense will be undertaken in supplementary legal procedures such as garnishment proceedings or wage assignments.

C. DOMESTIC RELATIONS:

This includes representation in divorce or annulment proceedings you want to bring against your spouse, or the defense of divorce or annulment proceedings brought against you. Representation in divorce or other adversarial proceedings will be available to the union member only. The Plan's services include representation regarding alimony, support, custody, visitation rights, and property division. Representation will be provided to members regarding the negotiation, preparation or execution of ante-nuptial or property settlement agreements. Legal services are available for change of name proceedings; paternity actions; adoptions; guardianship; and enforcement of child support proceedings.

The Plan will also represent members in disputes with the Department of Revenue Child Support Division and provide representation in Department of Social Services cases.

D. CRIMINAL MATTERS:

If you or an eligible dependent is charged with a crime, call us immediately. Representation is provided for all criminal matters in the Commonwealth of Massachusetts District Courts and similar matters in Courts of comparable jurisdiction in other states and includes bail hearings, probation surrender hearings, probation probable cause hearings, clerk's hearings, arraignments, juvenile matters, pre-trial conferences and hearings, motion hearings (which include motions to suppress, motions to dismiss, etc.), bench and jury trials in both misdemeanors and felonies, except for motor vehicle homicide cases. Representation is not provided for criminal matters in the Superior Court of Massachusetts and elsewhere in Courts of comparable jurisdiction.

E. VEHICLE AND TRAFFIC MATTERS:

The Plan will represent you for traffic violations, hearings and appeals involving loss of driver's license in District Courts, Registry of Motor Vehicles and/or Board of Appeals. Representation will also be provided for any charge that may result in surcharges, suspension, limitation or revocation of driving privileges and/or incarceration, including driving under the influence, driving to endanger, reckless operation, operating under suspension or revocation and leaving the scene of an accident. Legal representation will be provided in show cause or probable cause hearings in court.

F. REAL ESTATE TRANSACTIONS:

The Plan will provide representation for the purchase or sale of your **primary residence**. This may be a condominium or a building which contains no more than three dwelling units including your own residence. Representation will include preparation and review of contracts, deeds, declaration of homestead and other real estate documents. Representation can include attendance at closings in cases the Attorney deems appropriate. Advice will be provided in situations where city or town authorities have determined that a zoning violation exists at the member's primary residence. Some monetary assistance will be provided for a local attorney if local board representation is required. However, appeals to Land court are not covered.

G. WILLS AND RELATED DOCUMENTS:

The Plan will prepare your will or review and update an existing will; a power of attorney and a health care proxy (durable power of attorney for health care) will also be prepared at your request. Representation does not include the creation of separate trust instruments but does include trusts within the will, such as trusts for minor children.

H. PROBATE:

The Plan will provide for representation in probating an estate in cases where the member, spouse or other eligible family member has died. The Plan will also provide probate representation for the estate of mother or father of the union member in cases where the union member is the executor or administrator. The Plan also provides for representation for the estate of the mother and father of the spouse of the union member where the spouse is the executrix or administratrix.

I. LANDLORD AND TENANT:

Representation of a member in an action brought in District or Housing Courts or Courts of comparable jurisdiction in other states by the landlord for rent or for eviction or other proceedings involving your **primary residence**. Representation of a union member landlord against a tenant is covered provided the building contains **three units or less and includes the member's primary residence**. Representation of landlords and tenants is also provided in proceedings involving violation of housing and building codes at **your primary residence**.

J. IMMIGRATION:

The Plan will represent a member or eligible dependent in applications for citizenship, change of status, petition for immigration of member's immediate family which is defined as spouse and children, and deportation proceedings brought against a member or eligible dependent. **Asylum cases and other immigration matters will not be covered.**

K. CLAIMS AGAINST OWN INSURANCE COMPANY:

The representation provided under this heading involves the handling of claims arising out of delays or failing to pay you pursuant to your own insurance contract regarding your automobile, homeowners or residence insurance policy.

L. MONETARY CLAIMS:

Insurance Claims Assistance: Members will be defended in any matter in which representation is not provided by their insurance carrier, the claim is in excess of the insurance coverage or the member is without liability insurance coverage for the claim.

Plaintiff Property Damage Claims: The Plan will represent members in property damage claims where the amounts sought are above \$500.00. In appropriate cases, members will be required to pay for an asset search before a civil matter is commenced.

M. BANKRUPTCY: (Individual – Non-business)

1. The Plan will represent members in the preparation of Voluntary and Involuntary Chapter 7 and Chapter 13 petitions, or any personal bankruptcy petition, until a discharge or final result has been obtained.
2. The Plan will provide for representation at creditors meetings and all conferences.
3. The Plan will provide representation at all court hearings.

N. ADMINISTRATIVE MATTERS:

The Plan will advise and counsel you on securing your rights and benefit entitlements from government agencies such as Social Security Administration, Department of Social Services, and Department of Transitional Assistance and represent you in hearings before those agencies.

O. COSTS AND FEES:

Costs and fees, such as filing fees, recording fees in covered real estate transactions, posting of bail in any matter, deposition costs, mediation fees, and publication fees for service are not covered.

P. APPEALS:

No appeal will be taken from a decision of a court or administrative agency which is adverse to the interests of the member or dependent in a matter initially handled by the Plan. If, however, in the opinion of the Plan Administrator, there is a high likelihood of success, legal assistance will be provided.

Q. MATTERS OUTSIDE OF NEW ENGLAND:

In the event that the union member or an eligible dependent requires legal services outside of New England, the Fund will cover up to a maximum of five hundred (\$500.00) dollars of said fee. These funds will be paid only to the law firm and under no circumstances will funds be paid to the member or dependent.

R. ADMINISTRATOR ADJUSTMENT:

The Administrator, in his discretion, may adjust the maximum benefits allowable for any of the above-described covered services.

TERMINATION OF BENEFITS:

Your benefits may be terminated when:

1. The Trustees, after a hearing upon due notice to you, determine that you have engaged in conduct, which warrants termination of benefits, such as fraudulently obtaining benefits or failing to reimburse the Plan for non-covered disbursements made on your behalf;
2. You have engaged in uncooperative or disruptive actions regarding your case and your attorney is unable to properly represent you.

LIMITATIONS ON THE BENEFITS:

1. Dispute between the eligible employee and spouse or dependent child.

A lawyer cannot represent both sides to a dispute. If a dispute arises between you and a member of your family who would otherwise be entitled to representation by the Plan, we will represent only you, the covered employee.

2. Dispute between two covered employees.

If the dispute is between two covered employees the Plan will not represent either party. Instead, the Plan will pay a reasonable fee for an outside attorney for each employee. The Plan Administrator shall determine the reasonableness of the fee.

3. Prior Representation.

If you previously received representation from another lawyer in a matter, which commenced, prior to your becoming eligible for services from the Plan, the Plan will not represent you in the matter.

The Plan will also not represent you in a matter which commenced during a period of eligibility and for which you retained legal counsel. Under no circumstances will the Plan be liable for any fees or costs charged by the former counsel.

4. Maximum Number of Cases.

Each covered family shall be entitled to representation in not more than three (3) legal matters during any one calendar year. This limitation shall not apply to benefits available under General Section A on page three, which provides for benefits for advice and/or consultation, drafting and review of minor legal documents and legal research.

EXCLUSIONS:

The following services are NOT COVERED by the Plan:

1. Commercial, professional or income producing matters in which the member or dependents are involved.
2. Matters which would commonly be handled by a private lawyer on a contingent fee (percentage) basis, such as personal injury and property damage resulting from an accident or other cause; libel; slander; malpractice.
3. Claims for compensation under Worker's Compensation Act.
4. Unemployment Compensation matters.
5. Claims against the Trust, Trustees, Employers contributing to the Fund, Massachusetts Laborers' District Council, Laborers' International Union of North America, Employees of the Plan, Local Unions affiliated with the Massachusetts Laborers' District Council or their officers, the Massachusetts Laborers' Health and Welfare or Pension or Training or Annuity Fund Trustees, or their employees or administrator or agents, or any District Council, Local Union or Employee Benefit Plan and/or Fund affiliated with or sponsored by the Laborers International Union of North America or their employees, administrator or agents.
6. Preparation or filing of federal income tax and state income tax returns.
7. Payment of fines, penalties or damages; legal fees of opposing counsel; any costs or fees not specifically provided for in this Plan Description.
8. Appeals which in the opinion of the Plan Administrator are without substantial merit.
9. Matters where the amount of money in controversy does not exceed \$500.00.
10. Patent and copyright matters.
11. Matters where legal services are available to the member without cost, such as a matter in which an insurance company will provide counsel.
12. Family coverage for dependents is not available in matters where the interests of the member of the Union and his or her eligible dependents are or may reasonably be opposed or in conflict.
13. Criminal cases in Massachusetts Superior Court and similar criminal cases in Courts of comparable jurisdiction in other states and criminal cases in the Federal Court System.
14. Class Actions, Interventions or "friend of court" situations.
15. Employment Law.
16. Matters where member has previously retained legal counsel.
17. Petitions to Partition Real Estate and all other proceedings relative to real estate not specifically provided for herein.

APPEALING DENIAL OF A BENEFIT:

1. If you are dissatisfied with the legal representation provided by a staff attorney, or the advice and counsel of a staff attorney you must bring the matter to the attention of the Plan Administrator. **In all matters concerning professional judgment and the delivery of legal services, the decision of the Plan Administrator is final.**
2. If you are appealing the denial of a legal service benefit, you must write to the Chair of the Review Committee, Massachusetts Laborers' Legal Services Plan, 14 New England Executive Park, Suite 100, Burlington, MA 01803.

3. To appeal the decision of the Plan denying your benefit, write a letter to the Review Committee with a copy to the Plan Administrator stating what your protest is, and why you think the denial is wrong. Include any information that you think might help. This protest must be filed within 60 days of the denial of the benefit.
4. If the complaining beneficiary or dependent is dissatisfied with the decision of the Review Committee, he or she 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 proceedings in accordance with the rules of the American Arbitration Association.
 - a. 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 the complaining beneficiary or dependent and the Fund on a fair and equitable basis.

REVIEW COMMITTEE

A Review Committee shall be established consisting of not less than three (3) nor more than five (5) members of the Board of Trustees. The Review Committee shall select its own Chairman and shall meet at least once each year and otherwise upon the call of the Chairman.

The Review Committee shall investigate the operation of the Plan and shall report its findings annually to the Board of Trustees. In addition, if an eligible beneficiary or dependent has a complaint regarding the operation of the Plan or a denial of benefits, he or she must bring the matter to the attention of the Chairman of the Review Committee, by forwarding a letter postage prepaid to the Massachusetts Laborers' Legal Services Plan, 14 New England Executive Park, Suite 100, Burlington, MA 01803. Upon receipt of such a letter, the Chairman shall forward the complaint to the Committee to investigate the matter and submit a report with recommendations to the full Board.

MISCELLANEOUS PROVISION

1. The services provided for herein are for the sole benefit of eligible beneficiaries and their dependents. Such services shall not inure to the benefit of, nor accrue to the benefit of, 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.

2. The Plan shall be subrogated to all rights of an eligible beneficiary or dependent to recover attorneys' fees and costs against any person or entity. Beneficiaries or 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.
3. No beneficiary or dependent is required or obligated to consult with or be represented by an attorney employed or retained by the Plan; and such beneficiary or dependent shall remain free to consult with or be represented by any other attorney concerning any matter at his or her own expense.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

This Plan is administered by a joint Board of Trustees, consisting of four Union representatives and four Employer representatives. The Board of Trustees has been designated as the agent for the service of legal process.

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with affiliates of the Laborers' International Union of North America, AFL-CIO. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of Participants working under the collective bargaining agreement. The collective bargaining agreements require contributions to the Plan at fixed rates per hour worked.

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Collective Bargaining Agreement 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 Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are fully described on pages 3, 9, 10 and 11 of this descriptive booklet.

All of the types of benefits provided by the Plan are set forth in the Services Available Provisions on pages 4 through 8 of this booklet.

The procedures to follow for filing a claim for the denial of benefits are set forth on page 11 and 12. If all or part of your claim is denied, you may appeal that decision. To make an appeal, write to the Fund Office within 60 days. See pages 12 for Review Procedure.

As someone who is eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are provided and paid in accordance with Plan provisions out of a trust fund, which is used solely for that purpose. If you have any questions or problems as to benefit coverage, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth on pages 13 and 14.

STATEMENT OF RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Massachusetts Laborers' Legal Services 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 Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, Pension and Welfare Benefits Administration, such as detailed annual reports and Plan descriptions.
- 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.
- Receive a summary of the Plan's annual 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 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 legal service benefit or exercising your rights under ERISA. If your claim for a legal service benefit 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 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 \$100 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 legal 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. Department of Labor, Employee Benefits Security Administration (EBSA).

Boston Teachers Union
Prepaid Legal Services Fund

180 Mount Vernon Street
Boston, Massachusetts 02125-3198

BENEFIT PLAN
INFORMATION BOOKLET

**Boston Teachers Union
Prepaid Legal Services Fund**

180 Mount Vernon Street
Boston, Massachusetts 02125-3198
(617) 288-0497

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Cheryl L. Kelly, Secretary
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Plan Administrator

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CHERYL L. KELLY, *Secretary*
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Plan Administrator
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Assistant Plan Administrator

BOSTON TEACHERS UNION
PREPAID LEGAL SERVICES FUND Page 32
180 MOUNT VERNON STREET
BOSTON, MASSACHUSETTS 02125-3198
(617) 288-0497

1 July 2005

Dear Covered Teacher:

The Board of Trustees of your Prepaid Legal Services Fund is issuing this new booklet explaining the many services the Fund provides.

The Boston Teachers Union Prepaid Legal Services Fund, in addition to providing help for many personal legal problems which may arise, is extremely valuable for providing many services which will prevent or minimize legal problems later. Services such as drafting wills, testamentary or living trusts, health care proxies, powers-of-attorney and the like can be invaluable.

Your prepaid legal benefits are only available while you are employed in a covered position and cannot be continued on a self-pay basis, as your health benefits can, when your coverage ends.

Please read this booklet carefully so that you will understand the benefits available to you and your eligible dependents. If you have questions or need the assistance of an attorney or mediator for matters covered under the Plan, please contact the Boston Teachers Union Prepaid Legal Services Fund Office. The staff will be pleased to help you.

Sincerely,



Daniel B. McDuffie
Plan Administrator

DBM/rg

HOW AND WHEN DO YOU BECOME A PARTICIPANT IN THE PLAN?

You are eligible to become a participant in this Plan if you meet the eligibility requirements for benefits from the Boston Teachers Union Health and Welfare Fund (see below) and if the negotiated contribution has been made or is required to be made on your behalf to the Prepaid Legal Services Fund.

A completed Health and Welfare Fund Enrollment Card must be submitted to the Fund Office before any benefits can be obtained.

Your eligible dependents (see page 8) may also participate in some of the benefits of this Plan.

BOSTON TEACHERS UNION HEALTH AND WELFARE FUND ELIGIBILITY CRITERIA

All Covered Teachers and their Eligible Dependents are eligible for the benefits described in this booklet to the extent that the benefits pertain to them when they satisfy the following provisions:

1. Covered Teachers Include:

All persons employed or compensated as members of the bargaining unit* at the Boston School Department repre-

* The bargaining unit contains persons in those included job titles listed in Article 1 Section A of the Collective Bargaining Agreement between the Boston Teachers Union and the Boston School Committee covering Teachers.

sented by the Boston Teachers Union and for whom, in the then current fiscal year**, a contribution is required to be made to the Boston Teachers Union Health and Welfare Fund. Any bargaining unit member for whom a contribution is made in any school year shall remain a Covered Teacher for the duration of that school year so long as he/she remains in the employ of the Boston School Committee in an acting position, and the Boston School Committee has not taken a refund for that person.

The term Covered Teacher shall also include an elected official or full-time employee of the Union or an employee of the Boston Teachers Union Health and Welfare Fund, on behalf of whom contributions are made to the Fund.

2. Eligible Dependents of a Covered Teacher Include the Teacher's:

- a. Lawful spouse; and
- b. Unmarried children who are under 19 years of age; and
- c. Unmarried children who are 19 years of age but less than 23 years of age and who are attending as full-time students in an accredited school, college, or university and who are dependent upon the Teacher for financial support. (1) Full-time student status ends on the date of graduation unless the dependent child again enrolls and attends an accredited institution on a full-time basis the fol-

lowing semester. (2) Proof of attendance as a full-time student must be submitted to the Fund Office twice each year, as determined by the Fund Office, on an original form which contains the accredited institution's seal.

If your unmarried dependent child is incapable of self-sustaining employment because of a physical handicap or mental retardation and is dependent upon you for support and maintenance, coverage will be continued, provided the incapacity commenced prior to attaining age 19 or age 23 if a full-time student. You must submit proof to the Fund Office of your dependent child's incapacity before the later of 31 days after the date the child attains 19 years of age or age 23 if a full-time student, or 31 days after you become eligible as a Covered Teacher.

Proof of the continued existence of such incapacity shall be furnished to the Fund Office from time to time upon its request.

"Child" includes stepchild, adopted child, and foster child, provided the child is dependent on the Covered Teacher for support and maintenance; or a child who otherwise meets the definition of "qualifying child" under the United States Internal Revenue Code.

** The fiscal year is from September 1 to August 31.

TERMINATION OF ELIGIBILITY

When Does a Covered Teacher's Eligibility for Benefits Terminate?

Eligibility for benefits terminates for the Covered Teacher when he/she is no longer employed within the bargaining unit or in an acting position as described under "Boston Teachers Union Health and Welfare Fund Eligibility Criteria," Item 1, pages 7 and 8.

When Does a Dependent's Eligibility for Benefits Terminate?

Eligibility for benefits terminates for a dependent the earlier of:

1. The date the Covered Teacher's benefits terminate; or
2. The date the dependent no longer meets the definition of an eligible dependent.

(See Item 2.a., b., and c. on page 8)

However, if termination of the coverage is due to the death of the Covered Teacher, the eligible dependents will remain covered until the end of the then current fiscal year.

HOW DOES THE PLAN WORK?

For Attorneys' Services:

If you need a lawyer for any of the legal services listed in this booklet, follow this procedure:

Call or visit the Boston Teachers Union Prepaid Legal Services Fund Office at 180 Mount Vernon Street, Boston, Massachusetts 02125-3198 - Telephone (617) 288-0497 so that the office can establish your and/or your dependent's eligibility for Legal Services. When eligibility is established, you will select a law firm from the list of participating attorneys. You will then be sent an Authorization Form to be signed. Call the participating attorney listed on the form to schedule a convenient appointment at his/her office and bring the form with you at the time of your appointment.

If the attorney that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another participating attorney by arrangement with the Fund Office. As you read this booklet, you will see other examples of specific instances when this may happen.

For Mediators' Services:

If you need a mediator for the mediation services listed in this booklet, follow this procedure:

Call or visit the Boston Teachers Union Prepaid Legal Services Fund Office at 180 Mount Vernon Street, Boston, Massachusetts 02125-3198 - Telephone (617) 288-0497 so that the office can verify your and your spouse's eligibility for Mediation Services. When eligibility is established, you and your spouse must sign a Mediation Request Form, and agree upon a mediator from the Fund's list of mediators. At that time you and your spouse will then be each issued an Authorization Form for Mediation Services to be signed. Call the participating mediator listed on the form to schedule a convenient appointment at his/her office and bring the forms with you at the time of your appointment.

If the mediator that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another participating mediator by arrangement with the Fund Office.

What If Your Dependent Needing Legal Services Is a Minor?

If your minor dependent needs legal services covered by the Plan, they are provided only if you or your spouse sign an Authorization Form as required by the Trustees at the time your minor dependent requests benefits.

How Many Hours of Coverage Are Available?

These personal legal and mediation services are provided in terms of the time involved, or in some cases, by the nature of the problem. You and your eligible dependents are entitled to the following maximum number of aggregate hours of legal and mediation services during each Plan Year (September 1 – August 31). Unused hours cannot be accumulated from year to year.

Aggregate hours of personal legal and mediation services available:

Covered Teacher75 hours each Plan Year

Covered Teacher and that Teacher's spouse including eligible dependent children, if any, as a family group; however, no individual in the family group is entitled to more than 75 hours in any Plan Year150 hours each Plan Year

Covered Teacher married to a Covered Teacher and eligible dependent children as a family group; however, no individual is entitled to more than 75 hours in a Plan Year250 hours per Plan Year

Another limitation of legal services is that for a covered matter opened after March 1, 1995 not more than 50 hours is available under the Plan for the lifetime of that matter, unless there is a lower maximum established for that particular matter.

Some of the legal and mediation services covered by this Plan have certain other time restrictions. Please read the descriptions of each covered benefit carefully to know the specific limitations. (See the Table of Contents for the page numbers of specific benefits.)

What If You Lose Your Eligibility for Coverage During the Course of a Legal Matter or Use Up the Maximum Number of Hours Allowed?

If you lose your eligibility for coverage during the course of a legal matter or use up the maximum hours available to you, and you wish to continue that legal matter, you have two options:

- retain another attorney or mediator at your own expense to complete the pending matter.
- continue with the attorney or mediator provided through the Plan at your own expense,

If you choose the first option, the participating attorney or mediator will formally withdraw from the case and cooperate in transferring your matter to your new attorney or mediator.

If you choose the second option, the participating attorney or mediator will tell you the approximate costs of the remaining services. You will be required to sign forms which state that you know you are responsible for those fees.

The hourly fees for such situations are:

- the hourly fee charged by the participating attorney for continuing a legal matter beyond the maximum hours available will be at the same rate charged to the Fund.
- the hourly fee charged by the participating attorney for continuing a legal matter after loss of eligibility, will be at a preferred rate which will be less than the attorney's customary hourly rate.
- the hourly fee charged by the participating mediator will be at the same rate charged to the Fund, of which the Covered Teacher and spouse will each be responsible for half of the total.

The Trustees reserve the right to deny benefits to eligible persons for a time period determined by the Trustees if an eligible person fails to make payment in full to the participating attorney or mediator within 90 days after receiving a bill for such payment, for fees due such participating attorney or mediator after Plan benefits have been exhausted on a matter covered by the Plan.

Are There Geographic Limitations?

Yes. Benefits will be provided by this Plan only for legal matters which can be resolved within the geographic area of the Plan: i.e., any county in New England, some part of which is within a 75 mile radius of the City Hall in Boston, Massachusetts.

WHAT DOES THE PLAN COVER?

The Boston Teachers Union Prepaid Legal Services Plan covers the specific personal legal and mediation services which are described below. Please read them carefully for limitations. (See page 14 for additional restrictions should you exceed your maximum aggregate hours.)

The comprehensive description of covered personal legal and mediation services is set forth in the Plan of Benefits which is available for your review at the office of the Prepaid Legal Services Fund.

A. Consultations and Legal Document Drafting

1. Limited Initial Consultation

This benefit is for the purpose of determining whether you or your eligible dependent needs personal legal services, and, if so, whether the service is provided by the Plan.

Each participant is entitled to four of these consultations within a Plan Year, but not to exceed four hours in total for all consultations.

2. Legal Consultations and Document Review

Each participant is entitled to a maximum of six consultations in each Plan Year (one-

hour limit for each consultation) for consulting with a participating attorney about a legal matter or to review legal documents:

- which do not come under the other specified services or exclusions of the Plan, and
- which, generally, do not require special preparation or research by the participating attorney, and
- which do not relate to the participant's trade, business or income-producing venture.

3. Legal Document Drafting

In addition to documents included in matters covered by the Plan, each participant is entitled to receive a total of six hours in drafting for up to six separate documents which are not related to the participant's trade, business or income-producing venture, or other excluded matters.

B. Wills and Related Services

The following legal services will be paid based on a fixed amount of hours upon completion regardless of actual time expended. No balance is to be billed to you

for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13.)

- Simple Will
- Simple Reciprocal Will
- Will with Testamentary Trust
- Reciprocal Will with Testamentary Trust
- Power of Attorney
- Codicil
- Modification to Existing Will
- Living Will or Health Care Proxy- Depending on the laws of the state of residence of the Covered Teacher
- Homestead (Homestead requires a separate Authorization Form)
- Living Trust

C. Real Estate

The following real estate matters will be paid up to a maximum amount of hours established by the Trustees. **No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13).**

1. Any and all of the following steps (individually or in combination) involved in Purchase of a Primary Residence:

- Title Examination
- Preparation of Purchase Agreement
- Preparation of Deed

- Closing - Review Documents
- Representation at Closing
- (You are responsible for any "closing costs")
- Preparation of Escrow Agreement
- Advice on Purchase

2. Refinancing Primary Residence
3. Any and all of the following steps (individually or in combination) in Sale of Primary Residence:

- Preparation of Sale Agreement
- Closing-Review Documents
- (You are responsible for any "closing costs")
- Representation at Closing
- Advice on Sale

You are entitled to the services of a participating attorney for real estate matters which relate to residential property. The property must be your personal principal and permanent residence (including condominiums and cooperatives) but such property cannot be larger than a three-family house.

If you use the services of a participating attorney to buy or sell a principal residence, these services will not include the cost of title certificate, or insurance, surveys, bank

services, or other services not covered by this Plan. Legal services will be provided for a purchase or sale of a residence once each in a thirty-six-month period. The client must sign affidavits provided by the Fund at the law firm for buying and selling real estate in order to enforce the thirty-six month limitation on buying and selling real estate.

4. Homestead

Homestead requires a separate Authorization Form.

5. Zoning and Other Real Estate Matters

The Plan will cover a zoning variance for your principal and permanent residence, and may cover other matters which relate to the ownership or use of such residence.

D. Other Covered Matters

1. Probate and Administration of Estate

You are entitled to legal services in the probate and administration of an estate in which you have an individual interest.

2. Executor or Administrator of Estate

If you, during a Plan Year while you are a Covered Teacher or a Covered Teacher's dependent, are an executor or administrator of an estate of a Covered Teacher, spouse or other dependent of a Covered Teacher, legal services to you as executor or administrator will be covered by the Plan, provided that the Prepaid Legal Services Fund has received the required contribution for the Covered Teacher in that Plan Year; otherwise Legal Service to you as executor or administrator will not be covered by the Plan.

3. Criminal Matters

a. You are entitled to consult with a participating attorney concerning the specific criminal matters listed below in subparagraphs 3.b. or 3.c.

b. You are entitled to the services of a participating attorney for criminal charges against you, including felonies, at the police station or precinct level. If the criminal proceeding involves misdemeanors and lesser criminal charges against you, (subject to the limitation in subparagraph 3.c. below) you can receive representation in the trial and on appeal; however, these services do

not apply to felony charges against you.

In addition, you are entitled to assistance from a participating attorney in obtaining bail bond of up to \$5,000 if you cannot be released on your own recognizance.

- c. You are entitled to the services of a participating attorney for traffic violations that involved a moving vehicle (not a parking violation) when you are charged with a misdemeanor. These legal services will be paid up to a maximum amount of hours established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13.)

4. Juvenile Delinquency

You can be represented by a participating attorney in juvenile delinquency matters if the juvenile court is the proper court to handle the legal matter.

5. Tort and Other Civil Matters Where An Eligible Person Is a Defendant

You are entitled to receive representation only as a defendant in tort and other civil matters that involve your legal interest in a matter covered by the Plan and in which you do not assert a counter claim. The court handling the litigation must be located within the geographic area encompassed by the Plan. (See page 15.)

6. Debt Arrangement

You are entitled to the services of a participating attorney relating to the arrangement of debt that you owe.

7. Personal Bankruptcy

The services of a participating attorney are available relating to your bankruptcy. The bankruptcy cannot be related to any trade, business or income-producing venture.

8. Tenant vs. Landlord

You are eligible only as a tenant for personal legal services in relation to an adversarial claim between you and your landlord. The Plan does not provide representation to you as a landlord against a tenant.

9. Name Change

You are entitled to legal services for change of name proceedings. These legal services will be paid up to a maximum amount of hours established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13.)

10. Industrial Accident or Illness and Unemployment Compensation

You are entitled to legal services relative to a Worker’s Compensation claim for industrial accident or illness or an Unemployment Compensation claim unless: (a) the claim involves the City of Boston, the Boston Teachers Union, Local 66, A.F.T., AFL-CIO, the Boston Teachers Union Health and Welfare Fund, this Prepaid Legal Services Fund, or certain other entities; or (b) if the matter is one in which a contingent fee is normal and customary; or (c) is otherwise not covered by the Plan. (See What Is Not Covered by the Plan? on page 30.).

11. Class Actions and “Amicus Curiae” Intervention

The Trustees, in their sole discretion, may

authorize a participating attorney to provide services in a class action or as “Amicus Curiae” on the request of a participant or on the Trustees’ initiative.

E. Plaintiff Status for Specific Benefits in Covered Matters

1. You are allowed coverage for plaintiff status to pursue the following specific existing benefits* in covered matters:

- Preparation of Wills without the fixed amount limitations (see section B on page 17)
- Real Estate without the maximum amount and frequency limitations (see section C.1, 2 and 3 on pages 18 and 19)
- Probate and Administration of Estate (see section D.1 on page 20)
- Juvenile Delinquency (see section D.4 on page 22)
- Debt Arrangement (see section D.6 on page 23)
- Personal Bankruptcy (see section D.7 on page 23)
- Tenant vs. Landlord (see section D.8 on page 23)
- Name Change (see section D.9 on page 23)

* The specific existing benefits referred to in this section E.1. are more extensively described in the Fund’s Plan of Benefits, and that Plan and its provisions are controlling.

- Industrial Accident and Illness and Unemployment Compensation (see section D.10 on page 24).

For example, you are allowed plaintiff status to enforce a purchase or sale agreement. As another example, you are allowed plaintiff status as a tenant against a landlord to resolve a dispute concerning tenancy. You are not allowed plaintiff status as a landlord to resolve a dispute concerning tenancy since representation of a landlord in a matter involving tenancy is not covered by the Plan (see section D.8 on page 23).

2. You are **not** allowed coverage for plaintiff status for any proceeding that involves the following specific benefits:
 - Legal Consultations and Document Review (see section A.2 on page 16)
 - Legal Document Drafting (see section A.3 on page 17)
 - Tort and Other Civil Matters Where The Eligible Person Is a Defendant (see section D.5 on page 22).
 - Consumer Matters and Matters That Involve Chapter 93A of the Massachusetts General Laws (see section entitled “What Is Not Covered By The Plan?” on page 30)
 - Mediation for Separation and Divorce Disputes (see section F on page 27)

F. Mediation Services for Separation and Divorce Disputes

1. You are entitled to mediation services for separation and divorce disputes. Mediation is a process that utilizes the services of an impartial third party, who attempts to guide the parties to an equitable resolution.

Services will be paid up to a maximum amount of hours established by the Trustees. **No balance is to be billed to you for these services (provided you remain eligible), although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13.)**

2. It is not a prerequisite for the Covered Teacher and Spouse to have filed for a divorce or legal separation prior to receiving mediation services.

However, before proceeding with mediation services, the Covered Teacher and Spouse will be required to jointly sign a Mediation Request Form indicating their willingness to proceed.

3. The mediator will conduct a consultation of up to a half hour with the Covered Teacher and Spouse to explain the mediation

process to them. This pre-mediation consultation will not be applied toward your maximum aggregate hours. The Trustees have established the maximum amount of hours that the Fund will pay the mediator for mediation services. Hours paid for these services of the Fund must be shared equally by the Covered Teacher and the Spouse.

4. The mediator's services under the Plan of Benefits will not include preparation of a separation agreement for filing in a court proceeding. It is the desired goal of a successful mediation process that a Memorandum of Agreement be reached and may be drafted by the mediator, and signed by the Covered Teacher and Spouse with each of the parties to receive a copy.

Services from a participating attorney for review of the Memorandum of Agreement will be paid up to a maximum amount of hours established by the Trustees. **No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 13.)**

5. Coverage for a mediation case shall terminate if more than four (4) months elapse between mediation sessions.

Once completed or terminated, mediation services provided by the Fund may not be used again by a Covered Teacher and Spouse before thirty-six (36) months have elapsed since the mediation services for that Covered Teacher and Spouse, which the Fund most recently paid for, were provided.

6. If the Covered Teacher and Spouse lose eligibility for Plan benefits during the mediation process, the mediator will continue that process as if they had not lost eligibility. However, any hours remaining in the Fund allowance for mediation services, after the loss of such eligibility will be billed to, and shared equally by, the Covered Teacher and Spouse.

WHAT IS NOT COVERED BY THE PLAN?

In addition to the limitations specifically set out in the foregoing sections of this booklet or in the Plan of Benefits, the Boston Teachers Union Prepaid Legal Services Plan does not provide legal counsel for any business or income-producing venture or for:

- Domestic relations matters, except for mediation services for separation and divorce disputes
- Advice and/or preparation of income and estate tax forms or representation in tax matters except as an incident of a covered benefit
- Small claims which may be handled in a Small Claims Court
- Matters which arose prior to September 1, 1980
- Immigration matters
- Disputes involving the City of Boston or its School Committee, any union or union fund, or any employee benefit plan provided through the Boston Teachers Union Health and Welfare Fund or its insurance carrier, officers, agents or Trustees of the foregoing or a participating attorney or mediator
- Social Security matters
- Matters for which you retained an attorney other than a participating attorney and which arose prior to November 15,

1981 (the effective date of this plan), or prior to the date you became eligible for benefits

- Cases deemed frivolous, without merit, or brought for the purpose of harassment
- Controversies, disputes, or proceedings for which the Fund or the Union would be prohibited by law from defraying the cost of legal services
- Cases which involve unreasonable expense to litigate
- Criminal matters except as specifically provided as a covered benefit on page 21
- Matters previously closed which, in the opinion of the Trustees will not be productive or which duplicate benefits previously provided to you under the Plan
- Legal matters for which a contingent fee arrangement is customary
- Representation of a landlord in a matter involving tenancy
- Cases under the categories of Chapter 93A and other consumer matters.

For legal matters in which a contingent fee basis is customary, a participating attorney will be available to provide legal services on a contingent fee basis. Because such services fall outside this Plan, the time will not be charged against your maximum aggregate hours. (See page 13.)

OTHER SPECIAL RULES

In addition to the coverage listed and the exclusions, there are certain rules which do not fall into either category. Please read this section carefully.

What If Other Coverage Is Available to You?

Depending on the nature of your legal problem, you may be eligible for legal or mediation assistance from another fund, an insurance company, a government agency program, your employer, or another party. If you are eligible for such assistance, the Plan does not duplicate the legal or mediation services available from the other source, whether or not you exercise your right to such other services. For example, if a Covered Teacher's spouse is a Covered Paraprofessional who is eligible for legal services benefits under the Boston Teachers Union Paraprofessional Health and Welfare Fund, the Boston Teachers Union Prepaid Legal Services Fund will provide legal services benefits to the Covered Teacher, but not to the Covered Teacher's spouse for prepaid legal services available from the Boston Teachers Union Paraprofessional Health and Welfare Fund.

If the legal matter calls for representation of the Covered Teacher and spouse, and the spouse is a Paraprofessional covered by the Boston Teachers Union Paraprofessional Health and Welfare Fund, then the couple must use an attorney approved by the Boston Teachers Union Paraprofessional Fund, as well as the Boston Teachers Union Prepaid Legal Services Fund.

What If You Decide to Appeal a Decision?

You are entitled to the services of a participating attorney in an appeal from an adverse action if the original matter involves a personal legal service that is covered under the Plan.

The participating attorney must determine that your position has legal merit, the matter is neither frivolous, nor brought for purposes of harassment, and that it will not result in an unreasonable expense to litigate.

Falsification of Documents

If an eligible person falsifies any document relative to his/her legal or mediation matter, or the administration of this Plan, the Trustees reserve the right to deny benefits to the involved Covered Teacher and all his/her dependents.

Copying Costs

The client is responsible for payment of the cost for duplication of materials required for any legal or mediation matter.

Who Pays for Court Costs and Travel Expenses?

Benefits include fees and costs, but not fines, paid to a court in relation to a covered service - up to \$250 in a Plan Year. The Plan also pays up to \$100 for a participating attorney's out-of-pocket travel expenses during each

Plan Year. This amount cannot be accumulated from year to year. If these expenses exceed these fees and allowances, you must pay the excess as the participating attorney requests.

What About Fines or Penalties?

The Plan provides no coverage for the payment of fines, penalties, judgments or other money awards. These payments are your responsibility.

What If You Are Awarded Attorneys' Fees or Costs?

If you are awarded the fees of an attorney or costs, the Fund must be repaid from this award to the extent that it paid these fees and costs.

What If You Are Involved in a Covered Legal Matter With Another Covered Teacher or Eligible Dependent?

If you, your spouse or dependents, and another Covered Teacher, or that teacher's spouse or dependents, are involved as adversaries in a matter which is covered by the Plan, legal representation is provided as follows:

The first of the adversaries who establishes a client-attorney relationship with the participating attorney will be represented by that attorney.

The other adversary is entitled to representation by a different participating attorney.

Is Continuation Coverage Under COBRA Available for Prepaid Legal Services Benefits?

Continuation coverage under COBRA is **not** available for Prepaid Legal Services Benefits.

WHAT ARE THE ADVANTAGES OF USING A PARTICIPATING ATTORNEY?

It is the purpose of this Plan to provide quality legal services for you at no cost for the matters set out in the Plan of Benefits. This Plan accomplishes that.

However, in addition to providing a participating attorney for the benefits specifically described in this booklet, the Plan also provides that you may retain a participating attorney at your own expense to handle certain other matters not covered by this Plan at less than the participating attorney's customary fees, e.g., if these other matters are customarily charged on a contingent fee basis or if they involve industrial accidents, you will be charged at a lower rate, i.e., a maximum contingent fee of 15% in an industrial accident case, and 25% in any other contingent fee arrangement.

Also, if you need the services of a participating attorney to pursue a covered benefit beyond the hourly limits permitted under the Plan, those services may be provided by the participating attorney at your expense, at the same hourly rate charged to the Fund.

However, if you need the services of a participating

attorney to continue a covered legal matter after you have lost eligibility, then these services may be provided by the participating attorney at your expense at a preferred rate which will be less than the participating attorney's hourly rate, but which may be more than the hourly rate charged to the Fund.

Legal services provided to you by an attorney other than a participating attorney are not covered by the Plan. Therefore, if you use an attorney other than a participating attorney, you are personally responsible for all charges made by that attorney.

ADDITIONAL INFORMATION

Type of Administration of the Plan

The Fund is administered by a Board of Trustees appointed by the Boston Teachers Union.

Name and Address of the Person Designated as Agent for the Service of Legal Process

Daniel B. McDuffie, 180 Mount Vernon Street,
Boston, Massachusetts 02125-3198

Type of Plan

This Plan provides self-insured personal legal services to eligible persons.

Employer Identification Number (EIN) Issued to the Board of Trustees

04-2751045

Name, Title, and Address of Any Trustee or Trustees

Thomas J. Kinsey, Chairman
Cheryl L. Kelly, Secretary
Edward A. Welch
180 Mount Vernon Street
Boston, Massachusetts 02125-3198

Name and Address of the Plan Administrator

Daniel B. McDuffie
180 Mount Vernon Street
Boston, Massachusetts 02125-3198

A Description of the Relevant Provision of Any Applicable Collective Bargaining Agreement

The latest collective bargaining agreement between the Boston Teachers Union and the Boston School Committee acting for the City of Boston requires a contribution by the employer of \$1,035 to the Boston Teachers Union Health and Welfare Fund on behalf of each Covered Teacher for the year beginning September 1, 2003, \$1,061 for the year beginning September 1, 2004 and \$1,092 for the year beginning September 1, 2005.

The Date of the End of the Plan Year

August 31. Records of the Plan are kept on a fiscal year basis ending on that date.

Denial of Application for Benefits and Appeal Procedure

In the event a claim for Personal Legal or Mediation Services under this Plan is denied, or suspended, or discontinued for an individual, the participant involved will be notified in writing by the Trustees and have the right to an appeal.

The notice of denial, suspension, or discontinuance of benefits will make specific reference to the Plan provision(s) upon which the action is based; and describe any additional material or information necessary for the claim to be honored along with an explanation of why such material or information is necessary; and state whether the Trustees or participating attorney or mediator (by name) initiated the denial, suspension, or discontinuance of benefits.

The participant has the right within sixty (60) days of the receipt of written notification to request, in writing, a review of such action. The participant or his duly authorized representative may submit comments in writing and documents in support of, and along with, the request for review.

The written request for review shall be directed to the Trustees of the Boston Teachers Union Prepaid Legal Services Fund, 180 Mount Vernon Street, Boston, MA 02125-3198.

The request for review will be processed by the administrative staff of the Prepaid Legal Services Fund, and that staff will make a recommendation to the Trustees as to the appropriate disposition of the request for review. The Trustees' action on the request for review shall be communicated to the participant within ninety (90) days after receipt of the request for review.

The participant who filed the request for review will be notified of the Trustees' basis for their action if they reaffirm, in whole or in part, the original denial, suspension, or discontinuance of benefits.

The participant has the right to appeal to the Trustees for reconsideration of their disposition of the request for review; and such appeal must be submitted in writing to the Trustees of the Boston Teachers Union Prepaid Legal Services Fund, 180 Mount Vernon Street, Boston, Massachusetts 02125-3198, within thirty (30) days of receipt by the participant of the communication from the Trustees disposing of the request for review.

The participant making this appeal may, as part of the written appeal, request a hearing before the Trustees on the appeal, and if that request is granted by the Trustees, the participant may be represented at that hearing.

The decision of the Trustees on the appeal will be sent to the participant within sixty (60) days of the receipt of the appeal or within forty-five (45) days after the completion of any hearing on the appeal, whichever is later. The decision will include the reasons for the Trustees' disposition of the appeal which shall be final and binding on all parties subject to arbitration.

If any decision of the Trustees on an appeal denies a benefit, the participant may submit that denial to arbitration, provided that if the decision of the Trustees on the appeal relied on an application of the legal Canons of Ethics by a participating attorney, that decision may not be submitted to arbitration.

The arbitrator shall be selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the participant and the Trustees. The person acting as arbitrator shall have the exclusive power to decide and dispose of a matter submitted in accordance with this Plan, consistent with this Plan. The fee and expenses of the person acting as arbitrator shall be shared equally by the participant that submitted the matter to arbitration and the Prepaid Legal Services Fund.

The Sources of Contributions to the Plan

The Boston Teachers Union Health and Welfare Fund receives annual payments on behalf of Covered Teachers from the City of Boston and/or the School Committee pursuant to the collective bargaining agreement between the Boston Teachers Union and the Boston School Committee acting for the City of Boston.

In order to accomplish the purposes of the Prepaid Legal Services Fund, the Trustees of the Health and Welfare Fund will pay over to the Trustees of the Legal Services Fund at the written request of the Trustees of that Fund, from payments paid to the Health and Welfare Fund by the City of Boston a sum which shall not exceed the product of one hundred and seventy-three dollars and fifty-nine cents (\$173.59) for the fiscal year ended August 31, 2004, one hundred and seventy-seven dollars and ninety-three cents (\$177.93) for the fiscal year ended August 31, 2005, and one-hundred and eighty-three dollars and thirteen cents (\$183.13) for the fiscal year ended August 31, 2006, times the number of Covered Teachers who are eligible for benefits from the Health and Welfare Fund in the school year for which the payment is due.

The Boston Teachers Union Health and Welfare Fund currently provides in-kind administrative and support services on a reimbursement formula by agreement of the two Boards of Trustees.

NOTES

Inspection of Documents

Copies of the Plan of Benefits, the Trust Agreement, the Prepaid Legal Services Agreement, the Rules and Regulations and the Annual Report of the Fund are available for inspection upon appointment at the Fund Office. You may read these documents to resolve any questions you have concerning the Fund, its governance, or the benefits it provides.

THE TRUSTEES RESERVE THE RIGHT TO AMEND, MODIFY, OR DISCONTINUE ALL OR PART OF THIS PLAN WHENEVER, IN THEIR JUDGMENT, CONDITIONS SO WARRANT.

Group Legal Services Association 2014 Annual Conference

May 1-3, 2014
Las Vegas, Nevada

PLAN DESIGN VARIATIONS

NOTE: Columns are for presentation purposes only; each one is not a separate Plan.

Retirees Covered	NO	YES	Partial	3 Months Only
Separate Fund	NO	YES (Pass Through)	Shared	
Geographical Limits	U.S.A Laws Only	\$500 Limit Outside of New England	No Coverage Outside of City Limits	NO

PLAN DESIGN VARIATIONS

NOTE: Columns are for presentation purposes only; each one is not a separate Plan.

Co-Pays	NO	YES		
Deductibles	NO			
Prepaid Maximums	NO	Office Work Only for some Cases	75/Hrs/Yr 50 Hrs/Case 100/Hrs/Yr 100 Hrs/Case	35 Hours Annually 3 Cases Annually

DIFFERENT BENEFIT PACKAGES

- **Entry-Level Benefits**
- **Wills and Estates**
 - (including Powers of Attorney)
- Optional Add-On: Summary Advice
 - two-hour limit per case
 - real estate and appeals excluded

DIFFERENT BENEFIT PACKAGES

- Mid-Level Benefits
- **Wills and Estates**
 - (including Powers of Attorney)
- **Real Estate**

- Optional Add-On: Summary Advice
 - two-hour limit per case
 - real estate and appeals excluded

DIFFERENT BENEFIT PACKAGES

- ▶ **Full Benefits Package**
- ▶ **Wills and Estates**
 - (including Powers of Attorney)
- ▶ **Real Estate**
- ▶ **Tenant's Rights**
- ▶ **Family Law**
- ▶ **Civil Litigation**
- ▶ **Criminal and Motor Vehicle**
- ▶ **Consumer/Debtor**
- ▶ **Administrative Law**

PLAN DESIGN VARIATIONS

NOTE: Columns are for presentation purposes only; each one is not a separate Plan.

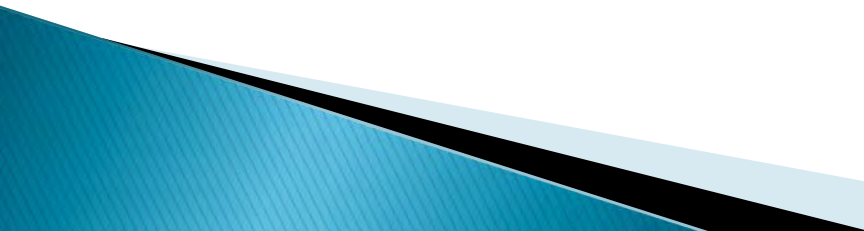
Primary Delivery Method	One Designated Law Firm	Two Designated Law Firms	Staff Lawyers & Panel Lawyers	Panel Lawyers Only
Attorney Minimum Experience Requirements	NO	3 Years	5 Years	
“Outside” Legal Bills Reimbursed	NO	YES		

PLAN DESIGN VARIATIONS

NOTE: Columns are for presentation purposes only; each one is not a separate Plan.

Family Law Coverage	Mediation Only	Support Cases Not Covered	100 Hours Lifetime Per Family 12 Hours per Case	Advice & Office Work Only (No Court)
Exclusions	Personal Injury Plaintiff	Pre-Existing Matters	Contingency Fee Cases	Class Actions
Conflicts Between Covered Employees	Both Covered	Limited Coverage	Both Covered Only for Domestic Matters	

Typical Power of Attorney (POA) Conflict

- ▶ Lawyer drafted POA for Donor
 - ▶ Donor is a legal services plan member
 - ▶ Donor's adult child is the "Attorney"
 - ▶ Donor is losing mental capacity
 - ▶ "Attorney" calls Donor's lawyer for advice
- 

SCREENING FOR CONFLICT

Intake Protocol

- ▶ **IF the Attorney (or Guardian) wants to use our office, AND**
 - The Donor (or Mental Incompetent) is the Primary Plan Member, or
 - Our office drafted the Power of Attorney for the Donor.

- ▶ **Use the Following Protocol:**
 - Tell Attorney that we may have a conflict
 - Make appointment for general advice only
 - Tell Attorney (or Guardian) to bring the following to the appointment:
 - the Donor (if mentally competent), or
 - MD opinion that the Donor is mentally incompetent, and
 - the signed Power of Attorney (or Court Order re. Guardianship), and
 - a copy of the Donor's will, if available.

Adult Children and You

Don't be the next victim! Don't give in to the sob story.

You may regret it!



Adult Children and You

Recommendation 1:

Do not sign or guarantee child's loan or mortgage, unless you are rich enough to lose entire amount of loan.

- ▶ Bank can come after you first
- ▶ If can't afford it, may have to sell home to pay
- ▶ Children may wreck home

Adult Children and You

Recommendation 2:

Do not remortgage your home to borrow, and then lend money to your children.

- Businesses fail, money disappears
- Best way to protect yourself is a mortgage on child's house
- Promissory notes are useless

Adult Children and You

Recommendation 3:

Do not buy children home and put in their name, or

Keep it in your name if you do this, and charge them rent.

- Can be kicked out of granny flats if no ownership interest