

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 93
GROUP LEGAL SERVICES SUMMARY PLAN DESCRIPTION**

ARTICLE I. INTRODUCTION

1.1 How to use the Plan:

- a. In order to obtain benefits from the Legal Plan you must first call the Provider, Regan Associates, Chartered at (617) 367-1100 and make an appointment.
- b. You must identify yourself as an eligible Legal Plan Participant.
- c. The Legal Plan requires that you provide the name of the eligible Participant and/or dependent, their home and work address, telephone number and date of birth and social security number.
- d. You must provide a brief description of the nature of the problem in order for the Plan to assign you a lawyer.
- e. The Legal Plan may require that you furnish proof of your eligibility and other documents needed in connection with your representation and to cooperate with your legal provider.
- f. All participants requesting services must follow the procedures listed above. Failure to cooperate with these and/or other reasonable procedures established by the Plan or its provider attorneys may result in denial of benefits.

ARTICLE II. DEFINITIONS

The following words shall have the meaning indicated unless the context requires a different meaning:

2.1 Attorney: A member of the bar of any state, licensed to practice in such state, who is regularly engaged in the practice of law.

2.2 Code: The Internal Revenue Code of 1954, as amended, and any regulations issued thereunder.

2.3 Child: An Employee's child, step-child, or legally adopted child.

2.4 Collective Bargaining Agreement: The Agreement between any employers and the American Federation of State, County And Municipal Employees (AFSCME) Council 93 regarding the wages, hours, working conditions and fringe benefits of AFSCME Council 93 members.

2.5 Dependent: An Employee's spouse, unmarried child under the age of nineteen (19) years or unmarried child under the age of twenty-three (23) years who is a full time student, provided that spouse and/or child reside with the Employee and is listed as a dependent on the employee's tax returns.

2.6 Effective Date: July 1, 2017.

2.7 Employee: Any regular Employee of the Employer who is covered by the Collective Bargaining Agreement. An Employee also may be an Employee of the Union provided the Union agrees to pay contributions for such Employee(s) to the Provider.

2.8 Employer: Any Employer who has a Collective Bargaining Agreement with the Union requiring contributions to the Plan. The Union also may be an Employer provided it agrees in writing to make contributions to the Provider.

2.9 Entrance Date: The first business day of any month on or after the Effective Date of the Plan.

2.10 Participant: An Employee or his/her dependents who have satisfied the eligibility requirements of Article 3 hereof.

2.11 Plan: The American Federation of State, County And Municipal Employees, Council 93 Group Legal Services Plan, the terms of which are herein stated, as it may from time to time be amended.

2.12 Plan Year: The twelve (12) month period beginning January 1st of each year and ending on December 31st of each year.

Whenever used in this Plan, the masculine pronoun shall include both the masculine and feminine gender and a single word shall be deemed to include the plural in all cases where the context requires.

ARTICLE III. ELIGIBILITY

3.1 An eligible Participant or dependent herein is defined as follows:

- a. Regular Employees covered under the above referenced collective bargaining agreements.
- b. Staff of American Federation of State, County And Municipal Employees, Council 93 not covered by a collective bargaining agreement.
- c. For purposes of this Agreement, an Employee will become an "Eligible Employee" immediately upon the employer paying to the Provider the required monthly payments.

- d. “Eligible Dependents” are defined as an eligible Employee’s spouse, an eligible Employee’s unmarried child or children over 14 days but under 19 years of age and an eligible Employee’s unmarried child or children over 19 years of age but under 23 years of age who are full time students listed as a dependent on the Employee’s tax returns. Children include foster children, step-children and legally adopted children.
- e. An employee will cease to be an "Eligible Employee" effective immediately upon a termination of employment, whether such termination is voluntary or involuntary.
- f. An individual who has lost his or her status as an eligible employee due to termination of employment will, upon rehire, be treated as a new employee for purposes of the Plan. An employee who loses his or her status as an eligible employee due to a layoff or authorized leave of absence will reacquire status as an eligible employee immediately upon the commencement of active employment for an employer participating in the Plan.

ARTICLE IV. SCHEDULE OF BENEFITS

4.1 Summary of Schedule of Benefits:

The Plan provides for representation and advice in the following areas:

- A. General Legal Consultation
- B. Wills
- C. Real Estate and Landlord/Tenant
- D. Probate and Administration of Estates
- E. Domestic and Family Matters
- F. Administrative Matters
- G. Bankruptcy Matters
- H. Contracts and Consumer Matters
- I. Motor Vehicle and Traffic Matters
- J. Personal Injury and Property Damage Claims
- K. Criminal Matters
- L. Immigration Matters

** Additionally, the Plan provides a 24-hour Emergency Legal HOTLINE Service at 617-367-1100. When you call this number, you'll be asked to provide information about your request. An attorney will then return your call.*

4.2 Detailed Description of the Schedule of Benefits:

The Plan provides comprehensive legal services for Participants in connection with personal legal matters in the following areas:

A. GENERAL

- 1. Advice and Consultation:** Each Participant will receive as much advice and consultation during the year as is required to meet the Participant's legal needs.
- 2. Legal Document Review:** Each Participant shall be entitled to receive an unlimited number of consultations for the purpose of reviewing and revising legal documents not incident to litigation.
- 3. Preparation of Simple Legal Documents:** Each Participant shall be entitled to the preparation of an unlimited number of simple legal documents that are not incident to litigation, which shall include, but not be limited to, general powers of attorney, limited powers of attorney, bills of sale and affidavits.
- 4. Notary Service:** Each Participant shall have the use of a Notary Public for the jurisdiction in which each of its offices are located.
- 5. Twenty-four Hour Hotline:** A 24-hour telephone service will be maintained to provide legal advice to Participants. In the event of a legal emergency, call 617-367-1100.

B. WILLS

- 1. Wills:** The Plan provides Participants with a will.
- 2. Codicils:** The Plan provides for review of the Participant's current will and preparation of necessary changes.
- 3. Living Wills:** The Plan provides Participants with living wills. In a living will, a Participant can state to what extent he or she wishes to have medical care in the event the Participant becomes ill and is unable to make such a decision.
- 4. Health Care Proxy:** The Plan provides Participants with Health Care Directives that will allow Participants to name another individual who can make healthcare decisions in the event that the Participant becomes ill and is unable to make these decisions.
- 5. Powers of Attorney:** The Plan provides Participants with assistance preparing a Power of Attorney document that gives another person the right to make certain decisions on behalf of the Participant if he/she becomes physically or mentally unable to make them for himself/herself.

C. REAL ESTATE & LANDLORD/TENANT

- 1. Consultation and Negotiation of Tenant & Lease Issues:** Participants will be advised and represented in matters involving disputes with a landlord regarding a Participant's tenancy.

2. **Landlord/Tenant Court Appearance:** The Plan will represent a Participant in a landlord/tenant court, in actions for possession of a dwelling, rental unit and/or the violation of any lease provisions related to the Participant's tenancy. These services include representation of Participants as tenants regarding an increase in rent before local conciliation and appeals bureaus that maintain jurisdiction over rental increases with respect to dwelling units.
3. **Real Estate Closing For Principal Residence Only (for Seller or Purchaser):** Participants will be represented in the sale or purchase of a Participant's primary residence. Services include the review of real estate sales contracts and attendance at closings. Services do not include title searches, title insurance costs and bank closing attorney fees, which shall be paid for directly by the parties to the transaction.
4. **Mortgage Foreclosure:** Participants will be represented in any mortgage foreclosure action against the Participant that involves the Participant's principal residence.
5. **Post-Closing Disputes:** The Plan provides Participants with representation in disputes arising after closing in cases involving the sale or purchase of a Participant's principal residence.
6. **Zoning Violations:** The Plan provides Participants with representation in zoning violation cases that involve the Participant's principal residence.
7. **Property Owner Covenants:** Participants will be represented in connection with charges involving violations of any by-laws, covenants or agreements incident to the ownership of his or her principal residence.

D. PROBATE AND ADMINISTRATION OF ESTATES

1. **Conservatorship:** The Plan provides Participants with representation in the filing of an application for conservatorship for a Participant's relatives.
2. **Estate Administration:** The Plan provides representation to Participants who are appointed to be the administrator of an estate in cases involving informal probate proceedings.
3. **Probate of Estate:** The Plan provides representation to Participants who are named as the administrator of an estate (or who are eligible to be named as the administrator of an estate) in formal probate proceedings.
4. **Contested Will Litigation:** The Plan provides Participants with representation in contested will cases.

E. DOMESTIC AND FAMILY MATTERS

- 1. Uncontested Divorce or Annulments:** The Plan provides Participants with representation in uncontested divorce or annulment cases.
- 2. Contested Divorce or Annulment:** The Plan provides Participants with unlimited representation in contested divorce and annulment cases.
- 3. Child Support Actions:** The Plan provides Participants with representation in cases involving the establishment of child support, or increases, reductions, modifications or terminations of child support.
- 4. Spousal Support Actions:** The Plan provides Participants with representation in cases involving the establishment of spousal support, or modification, increases, reductions or termination of spousal support.
- 5. Ante-Nuptial and Post-Nuptial Agreements:** The Plan provides Participants with representation regarding the negotiation, preparation, or execution of pre-nuptial or post-nuptial agreements.
- 6. Adoptions:** Participants will be represented in both contested and uncontested adoption proceedings.
- 7. Guardianship:** Participants will be represented as petitioners in guardianship proceedings.
- 8. Name Change:** The Plan provides Participants with representation in name change cases.
- 9. Paternity:** The Plan will represent Participants in the prosecution or defense of any action to establish paternity in which a Participant is named as a party.
- 10. Birth Certificates:** The Plan provides representation in cases involving the creation of a birth certificate, obtaining information about a birth certificate, or making changes to a birth certificate.
- 11. Child Neglect Proceedings:** The Plan provides Participants with representation in cases involving child neglect, child abuse or abandonment claims.
- 12. Child Custody Actions:** The Plan will represent the Participant in any claims to obtain or terminate custody of minor children.
- 13. Child Visitation Actions:** The Plan provides representation to Participants in connection with obtaining, modifying or terminating child visitation rights.

F. ADMINISTRATIVE MATTERS

- 1. Social Security Applications, Reconsideration and Appeals:** The Plan will assist a Participant in the preparation of all Social Security benefit applications and reconsideration requests that are related to a Participant's potential benefits under programs administered by the Social Security Administration. Representation will be provided to the Participant in any Social Security appeal hearing incident to an initial determination adverse to the interest of the Participant.
- 2. Veterans Benefits:** The Plan will assist a Participant in the preparation of a Veterans benefit application and represent a Participant in any appeal from the denial of Veterans Benefits.

G. BANKRUPTCY MATTERS

- 1. Bankruptcy (Chapter 7):** The Plan provides representation to Participants in preparing and filing a personal bankruptcy petition pursuant to Chapter 7 of the United States Bankruptcy Code.
- 2. Bankruptcy (Chapter 13):** The Plan provides representation to Participants in preparing and filing a personal bankruptcy petition pursuant to Chapter 13 of the United States Bankruptcy Code.

H. CONTRACTS AND CONSUMER MATTERS

- 1. Collection and Defense of Personal Debts:** Participants will be represented in actions for or against the Participant to collect personal debts when the amount in controversy exceeds \$500.00.
- 2. Garnishment:** Participants will be represented in garnishment proceedings.
- 3. Consumer Contracts:** Participants will be represented in disputes regarding consumer contracts for the purchase and sale of goods and services where the amount in controversy exceeds \$500.00.
- 4. Medical Insurance Claims:** The Plan will provide representation in claims by a Participant for medical insurance benefits where the amount in controversy exceeds \$500.00.

I. MOTOR VEHICLE AND TRAFFIC MATTERS

- 1. Driving While Intoxicated:** The Plan provides Participants with representation in cases involving driving while intoxicated (DWI).
- 2. Driving Under the Influence:** The Plan provides Participants with representation in cases involving driving under the influence (DUI).

3. **Fleeing and Eluding a Police Officer:** The Plan will represent a Participant against a charge for fleeing or eluding a police officer.
4. **Operating after Suspension:** The Plan provides representation to Participants charged with driving on a suspended license.
5. **Operating after Revocation:** The Plan provides representation to Participants in cases involving driving with a revoked license.
6. **Driving Without License:** The Plan provides representation to Participants charged with driving without a license.
7. **Leaving Scene of Accident:** The Plan provides representation to Participants in cases involving leaving the scene of an accident and/or collision.
8. **Reckless Operation:** Representation will be provided to Participants charged with reckless operation of a motor vehicle.

J. PERSONAL INJURY AND PROPERTY DAMAGE CLAIMS

1. **Reduced Cost Contingent Fee Cases:** The Plan may represent Participants in legal matters for which counsel is normally available under contingent fee agreements with fees that are lower than those customarily available. Provider may require as its fee a maximum of twenty-five percent (25%) of any recovery obtained by the Participant, either through settlement or trial. In the event that there is no recovery on the claim by the Participant, Provider will not charge any legal fees. The Provider is not required to guarantee the reduced contingency fee rate of twenty-five percent (25%) unless the Provider agrees to take the case. The Participant shall pay or reimburse Provider for costs incurred in such representation, including, but not limited to, court costs, police and medical reports, and depositions.
2. **Plaintiff Property Damage Claims:** The Plan will represent Participants in the prosecution of property damage claims when monetary damages are above \$500.00.

K. CRIMINAL MATTERS

1. **District Court Defense:** Representation will be provided to any Participant regarding any charge brought against a Participant in the District Courts of the Commonwealth of Massachusetts, New Hampshire, Rhode Island or Maine. In the event a Participant is charged in a District Court criminal case in a District Court outside the Commonwealth of Massachusetts, New Hampshire, Rhode Island or Maine, the Plan will refer the Participant to a designated attorney or law firm in the appropriate jurisdiction. If the Participant retains said firm, Regan Associates, Chartered will cover up to a maximum of five hundred dollars of the Participant's legal fees. These

funds will be paid only to said law firm and under no circumstances will the funds be paid to the Participant.

2. **Superior or Circuit Court Defense:** Representation will be provided to any Participant regarding any charge brought against a Participant in a Superior Court of the Commonwealth of Massachusetts, New Hampshire, Rhode Island or Maine. In the event a Participant is charged in a Circuit or Superior Court outside the Commonwealth of Massachusetts, New Hampshire, Rhode Island or Maine, the Plan will refer the Participant to a designated attorney or law firm in the appropriate jurisdiction. If the Participant retains said firm, Regan Associates, Chartered will cover up to a maximum of two thousand dollars of the Participant's legal fees. These funds will be paid only to said law firm and under no circumstances will the funds be paid to the Participant.
3. **Juvenile Court Proceedings:** Participants are entitled to representation in any delinquency or youth offender proceedings in the Commonwealth of Massachusetts, New Hampshire, Rhode Island or Maine.

L. IMMIGRATION MATTERS

1. **Family Visa Petition (“I-130”):** Participants will be entitled to assistance and representation in the preparation and filing of a visa petition before the U.S. Citizenship and Immigration Services (USCIS).
2. **Citizenship/Naturalization Application:** Participants are entitled to representation regarding the filing of a naturalization (a.k.a. citizenship) application with the USCIS.
3. **“Green Card” Applications:** Participants are entitled to representation regarding the preparation and filing of a I-485, Application to Register Permanent Residence or Adjust Status (a.k.a. “green card” application) with the USCIS.
4. **Work Authorization (EAD) Renewals:** Participants are entitled to representation regarding the preparation and filing of an I-765, Application for Employment Authorization and any renewal I-765 applications, with the USCIS.
5. **Temporary Protected Status (“TPS”) Applications/Renewals:** Participants are entitled to representation regarding the preparation and filing of an initial TPS application or TPS re-registration application with the USCIS.
6. **Advance Parole Applications:** Participants are entitled to representation regarding the preparation and filing of an Application for Advance Parole (a.k.a. “Travel Document”) with the USCIS.
7. **Defense of Deportation/Removal:** Participants will be entitled to representation regarding or incident to any notice that may result in deportation or removal.

ARTICLE V. SURCHARGES

5.1 Personal Injury: Representation shall be provided in matters of personal injury and negligence cases in which the Participant is the plaintiff, subject to a twenty-five percent (25%) contingency fee to be deducted from any recovery whether gained prior to or following filing of suit or following litigation thereof.

5.2 Surcharges: Surcharges may be imposed on any matter not described or otherwise limited hereinabove on a fee-for-service basis.

ARTICLE VI. FILING FEES & COSTS

6.1 The costs and expenses incident to or part of any action, proceeding, hearing, or investigation regarding the representation of a Participant are not covered by the Provider. Costs and expenses shall include, but not be limited to, the following:

- a. Filing fees
- b. Deposition costs
- c. Stenographic fees
- d. Title searches and land surveys
- e. Photographs
- f. Bond premiums
- g. Recording fees
- h. Service of process fees
- i. Witness fees
- j. Medical and scientific examination reports
- k. Other test reports
- l. Investigation fees where private investigators are necessary
- m. Cost for preparation of documents in regard to a purchase or sale of real property where said documents are not prepared by Provider.

ARTICLE VII. REQUIRED PAYMENTS

7.1 The Legal Services Plan shall provide no coverage whatsoever for the payment of any fines, penalties, taxes or judgments or other money awards of any nature.

ARTICLE VIII. EXCLUSIONS FROM COVERAGE

8.1 Notwithstanding any other benefit coverage provisions of this Legal Services Plan, legal representation shall not be provided for the following matters:

- a. those pertaining to a trade or business of a Participant;

- b. those pertaining to the management, conservation or preservation of property held by a Participant for the production of income;
- c. those pertaining to the production or collection of income by a Participant;
- d. real estate matters other than those related to the Participant's principal residence, as described herein;
- e. any matter that is frivolous, without merit, or brought for the purpose of harassment;
- f. any matter in which the Participant files or causes to be filed an action or pleading in court that the Provider did not direct or advise to be filed;
- g. preparation of Federal or State tax returns or patents and copyright matters;
- h. disputes involving any contributing Employer, union, labor committee, or other Employee organization, or their officers and agents, including, but not limited to, labor disputes, and workmen's compensation matters;
- i. disputes involving any employee benefit plan in which any employer, union, or employee organization participates, or a Provider of services to such a Plan;
- j. disputes involving AFSCME Council 93 or the Legal Services Plan, including questions as to whether Legal Services are available;
- k. matters where Legal Services are available to the Participant free of charge, such as a matter in which an insurance company will provide legal counsel, litigation involving a governmental agency or legal matters in which the Participant is entitled to legal representation by an Employer or other third party, provided, however, this exclusion shall not be interpreted to preclude representation where a Participant is eligible for free legal representation because of his financial circumstances;
- l. disputes between Participants covered under this Legal Services Plan;
- m. matters primarily involving the legal interest of individuals who are not covered employees or dependents, including Participant's spouse and dependents unless otherwise provided by this Plan;
- n. appellate court representation unless otherwise provided by the Legal Services Plan;
- o. family coverage for dependents is not available in those matters where the interests of the individual Employee and his or her eligible dependent(s) are, or may reasonably be, opposed or in conflict;

- p. any matter which in the opinion of the Provider arose prior to the agreement to provide services to the Participant unless otherwise provided in the Legal Services Plan;
- q. defense of any criminal actions brought against the bargaining unit member for conduct/alleged conduct that occurred during the employee's work hours and/or conduct/alleged conduct that involves the Employer or its property;
- r. the representation of any bargaining unit member, other than an initial consultation, for any involvement as a witness in a criminal proceeding;
- s. (1) A judicial or administrative proceeding involving any individual or entity listed in one or more of the four categories set forth below as an adverse party; (2) a criminal proceeding involving the person or property of any individual or entity listed in one or more of the four categories set forth below; or, (3) a criminal proceeding in which a representative of any individual or entity listed in one or more of the four categories set forth below is expected to serve as material adverse witness:
 - i. *Any Employer who is party to a collective bargaining agreement with any Local participating in the Plan, and any officer or agent of any such Employer;*
 - ii. *Any Local participating in the Plan or any officer or agent of such local or any other labor organization or any officer or agent of such labor organization;*
 - iii. *This Plan or its Employees, agents, service providers and administrator;*
 - iv. *Any health, welfare, or other pension, or employee benefits plan in which any other labor union participates or has an interest.*
- t. any matter as to which the attorney representing the eligible employee secures permission, where applicable, from the court, administrative agency or other tribunal to withdraw from representing the employee in that matter and the attorney does in fact withdraw his appearance, except where AFSCME Council 93 determines that the withdrawal was not the result of misconduct on the part of the employee.
- u. coverage for claims brought in Small Claims Court. However, if the matter originates in Small Claims Court and the outcome is appealed to the District Court or a court other than the Small Claims Court, coverage (if the matter is one listed in the Plan) will apply;
- v. any matter which may violate the rules of professional conduct covering legal ethics in the Commonwealth of Massachusetts.

8.2 Paragraphs 8.1 (b) and (c) of this section shall not prohibit the provision of services:

- a. provided with respect to obtaining, increasing or collecting alimony under a decree of divorce (or payments in lieu of alimony) or a division or redivision of community property (if applicable);
- b. provided to a Participant as an heir or legatee of a decedent, as a beneficiary under a testamentary trust or in protecting or asserting rights to property of a decedent; or

- c. provided with respect to a Participant's claim for damages, other than compensatory damages, for personal injury.

8.3 In any instances of conflict between the provisions of benefit coverage and the provisions of this list of exclusions, the provisions of this list of exclusions shall control.

8.4 Any matter not specifically covered by Article 4 – Schedule of Benefits of the Summary Plan Description is excluded.
