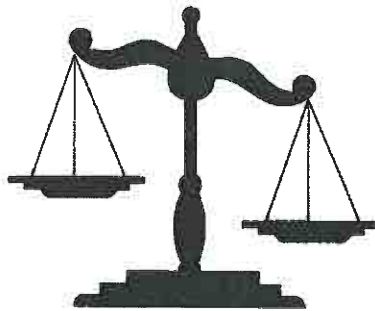




**INTERNATIONAL  
BROTHERHOOD  
OF TEAMSTERS  
LOCAL 623**

**LEGAL  
SERVICES  
PLAN**



**TEAMSTERS LOCAL NO. 623**

*4369 Richmond Street*

*Philadelphia, PA 19137*

*(215) 289-0580*



**SUMMARY PLAN DESCRIPTION  
OF THE LOCAL 623  
LEGAL SERVICES PLAN**

This is a summary of the Local 623 Legal Services Plan (the "Plan"), which has been established for the benefit of the eligible members of Local 623 of the International Brotherhood of Teamsters Local 623 and their eligible dependents.

The Plan is intended to comply with all applicable requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This is a general description of the terms of the Plan. If there is any conflict between this summary and the Plan document, the terms of the Plan will govern. You should keep this summary with your permanent records.

**UNION TRUSTEES**

JAMES MERRITT

GEORGE RUGGIERI

**EMPLOYER TRUSTEES**

RICHARD GOUGH

DARREN JONES

**SUMMARY PLAN DESCRIPTION  
OF THE LOCAL 623  
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**PART A  
ABOUT THE PLAN**

The Local 623 Legal Services Plan (the "Plan") was created under the collective bargaining agreement between United Parcel Service, Inc., ("UPS") and Teamsters Local 623, ("Local 623") and has been amended since its inception. This summary describes the Plan as amended through January 1, 1997.

The Plan is designed to make available to eligible employees certain personal legal services including consultation, representation and general assistance in individual personal legal affairs.

The Plan uses the calendar year (January 1st through December 31st) as its fiscal year or "plan year."

The responsibilities of administering the Plan have been delegated to the Board of Trustees referred to throughout this summary as the "Board". Any questions pertaining to the Plan should be directed to the Chairman of the Board, who may be reached at 4369 Richmond Street, Philadelphia, PA 19137, (215) 289-0580.

**PART B  
PARTICIPATION IN THE PLAN**

**1. When will I begin to participate in the Plan?**

You will become a Participant in the Plan on the first day on which UPS or another participating employer makes a contribution on your behalf.

**2. Who is eligible to participate in the Plan?**

An employee on whose behalf contributions are being made is eligible for coverage by the Legal Services Fund only after you have obtained seniority under the collective bargaining agreement and in any month in which you are employed by United Parcel Service, or another participating employer, and during which contributions are made to the Legal Services Fund on your behalf for such employment. In the absence of such employment, membership in Teamsters Local No. 623 for employees on the UPS payroll, and on the payroll of other contributing employers, working or not, will be

evidence of eligibility for coverage in any single month in which an individual is not so employed or for whom contributions are not made. Such employee shall remain eligible for coverage if they are absent from work because of illness or injury which illness or injury is covered by either workers' compensation or by the applicable health and welfare fund.

**3. When do I cease to be eligible for benefits under the Plan?**

- (a) The coverage of any Participant and any Spouse or Child of that Participant shall cease on the earliest of the following dates: (1) the date of termination of the Plan; (2) thirty (30) days after the date for which the last contribution has been made on behalf of the Participant; (3) thirty (30) days after the date on which the Participant or Dependent becomes ineligible for coverage under this Plan; (4) failure of a Participant or Dependent to cooperate with the Plan attorneys, or who interfere with the proper administration of this Plan and the provision of benefits pursuant to the Plan; or (5) immediately upon the date of death of the Participant (except for services rendered to the personal representative of a deceased Participant with respect to the estate of the deceased); or (6) when a participant's membership in Teamsters Local 623 ceases.
- (b) The coverage of any Participant and any Spouse or Child of that Participant shall cease immediately upon termination of the Participant's employment with UPS or another contributing employer if that termination was a result of infractions of employer rules.

**4. What happens if I retire while a case is in progress?**

If a case of any Participant begins prior to retirement, coverage shall continue for that retired Participant until the case ends or the Plan is terminated, whichever occurs first.

**PART C**  
**CONTRIBUTIONS TO THE PLAN**

**1. How much will my Employer contribute to the Plan?**

Your benefits from this Plan are provided exclusively by contributions made by contributing employers. The amount each contributing employer will contribute for each plan year is determined by the terms of collective bargaining agreements between the employers and Local 623,

**2. May I make contributions to the Plan?**

No. You are neither required nor permitted to make any contributions to the Plan.

**PART D**  
**DEFINITIONS**

The following terms used throughout have the meanings set forth below.

1. **"Board"** shall mean the four individual trustees appointed to administer the Plan and Fund.

2. **"Child"** shall mean the child of a Participant residing in the Participant's or Spouse's household under the age of 19 if the child is a dependent of the Participant within the meaning of Section 152 of the Code. Coverage is also extended to a dependent child, within the meaning of the Code, up to the age of 24 if that child is currently enrolled full-time in a course of study at an accredited institution of higher learning, trade or vocational school; provided the Board is furnished with proof of attendance from the registrar's office.

3. **"Collective Bargaining Agreement"** shall mean the labor agreement between UPS and Local 623 which is then in effect.

4. **"Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time.

5. **"Dependent"** shall mean either the Spouse or Child of a

Participant.

6. **"Employee"** shall mean any person employed by UPS who has his terms of employment governed by the Collective Bargaining Agreement.

7. **"Fund"** shall mean the fund established for this Plan, administered under the Trust Agreement, out of which benefits payable under this Plan shall be paid.

3. **"Law Firm"** shall mean the law firm chosen by the Board to provide legal services under the Plan.

9. **"Participant"** shall mean an Employee on whose behalf a contribution is made to the Fund and who meets the eligibility requirements of Part B. (See page 3).

10. **"UPS"** shall mean United Parcel Service, Inc.

11. **"Spouse"** shall mean the legally married spouse of a Participant.

12. **"Union"** shall mean Local 623 of the International Brotherhood of Teamsters, AFL-CIO.

13. **"Contributing Employers"** shall mean any employer who is permitted by the terms of the Trust Agreement to make contributions to the Fund on behalf of its covered employees.

## **PART E ABOUT THE TRUST FUND**

### **1. Who holds contributions to the Plan?**

The Board holds all Plan assets in the Fund. The assets are invested by the Board.

### **2. What happens to earnings or losses?**

Investment gains become part of the Fund and are used to provide benefits and pay administrative expenses. Losses reduce the value of the fund.

**PART F**  
**BENEFITS**

**1. How are services under the Plan provided?**

The Board has contracted with the Law Firm to provide the services covered by the Plan. Except in very limited circumstances described in Question 6, the Plan will only pay for legal services provided by the Law Firm. You are always free to choose any attorney but the Plan generally only covers services provided by attorneys of the Law Firm.

**2. What should I do if I want to use the legal services provided by the Plan?**

You or your Dependents must first contact the Union office at 4369 Richmond Street, Philadelphia, PA 19137 (215) 289-0580.

**3. What services does the Plan provide to Participants?**

- (a) Non-Bank Time. The following services shall be available to Participants without charge to their bank of hours.
- (1) Unlimited Initial Consultation. An initial consultation to determine if the Participant, Spouse, or Child is in need of a personal legal service and, if so, whether the required personal legal service can be provided by the Plan.
  - (2) Legal Advice. Legal advice and consultation on any matter which is not specifically excluded by the terms of the Plan.
  - (3) Wills. Each Participant will be entitled to the preparation and review of a will and/or codicil for the Participant once every calendar year. The complexity of the will and/or codicil shall be determined by the need of the individual Participant with the appropriate estate planning advice given without regard to the amount of time necessary to accomplish an appropriate estate plan in a will or codicil
  - (4) Real Estate Matters. Each Participant shall be enti-



✓ tiled to the review, drafting of documents and attendance at one settlement for the purchase, lease or sale of a personal residence in each calendar year.

(b) Bank Time. In addition to the services provided in Section (a) above a Participant, spouse and child shall be provided up to 30 hours of legal service per calendar year per family in connection with the following types of legal matters. This is called "Bank Time." Bank Time may not be accumulated from year to year and will be forfeited to the extent not used during any calendar year.

- ✓ (1) Handling of landlord/tenant disputes, where the Participant is a tenant, including appearance in landlord/tenant court, negotiations of subleases, and lease payment arrangements.
- ✓ (2) Household consumer matters, including representation at small claims court or its New Jersey or Delaware equivalent, consolidation of debt proceedings, preparation and filing of bankruptcy petition, pleadings for personal bankruptcy proceedings only, including attending first meeting of creditors. Appeals from Small Claims Court or its New Jersey or Delaware equivalent shall be entitled to coverage hereunder.
- (3) Review, preparation and negotiation or drafting of forms or pleadings to secure benefits provided by governmental agencies including agencies such as the Veteran's Administration, Social Security Administration, Department of Human Services or the Department of Public Welfare and the like.
- (4) Review, preparation and drafting of legal documents including correspondence and negotiations relating to matters which are not specifically excluded by the Plan which arose through the legal advice provided without limitation in Section (a).
- (5) Domestic relations and adoption matters including but not limited to no fault, uncontested and contested

divorces, spouse abuse proceedings, equitable distribution, support alimony, custody matters and guardianship proceedings, including drafting documents, correspondence, pleadings and attendance at hearings in relation thereto.

- (6) Processing of administrative matters relating to license suspension or revocations, as well as attendance at court proceedings involving suspension or revocation of operating licenses up to the Common Pleas level, or its equivalent in New Jersey or Delaware.
- (7) Defense of driving under the influence charges and appeals at the Court of Common Pleas level (or its equivalent in New Jersey and Delaware) and license suspension and defense of traffic violations wherein conviction would result in operator's license revocation or suspension.
- (8) Representation in defense of misdemeanor and/or summary offenses in Pennsylvania, or fourth degree and/or disorderly offenses in New Jersey, or equivalent offenses in Delaware. Such representation shall include representation at the first hearing. This benefit will also include representation for children in juvenile court, however, no appeals from juvenile court will be covered by the Plan. The representation shall only include those matters classified as juvenile proceedings and will not include any matters in connection with a juvenile where his/her status results in trial as an adult on criminal charges,

**4. What happens if a Participant and a Spouse or a Participant and a Child or Two Participants are on opposite sides of the same case?**

- (a) In the event of a conflict between a Participant and a Spouse or a participant and a Child, services shall be provided to the Child or Spouse only upon the prior written

consent of the Participant; otherwise no service shall be provided to the Spouse or Child.

- (b) In the event of a conflict between participants covered by this Plan no service shall be provided to either participant.

**5. Will the Law Firm handle matters not covered by the Plan?**

Services not covered by the Plan may be purchased from the Law Firm by a Participant at a reduced rate up to a maximum rate of one-hundred (\$100.00) dollars. For those matters usually handled on a contingent fee basis, under a contingent fee arrangement agreed upon by the Participant and the Law Firm, the Law Firm agrees to charge a reduced contingent fee of 30% for all non-worker's compensation matters and 15% for worker's compensation matters.

**6. Does the Plan cover costs or expenses other than legal services?**

No. The participant must bear all court costs, filing fees and out of pocket expenses, e.g., witness fees, expert reports, etc. in connection with any legal services rendered by Plan Attorneys.

**7. What matters are not covered by the Plan?**

No representation under the Plan will be provided to a Participant, Spouse, or Child in the following matters:

- (a) Criminal and quasi-criminal proceedings, including felony and misdemeanor charges, except charges as provided in Section(b)(7) and (b)(8) of Question 3 of this Part.
- (b) Matters in which representation on a contingent fee basis is normally available such as Worker's Compensation, Social Security disability, condemnation proceedings, negligence, malpractice or products liability actions, and the administration of estates.
- (c) Commercial or business transactions which contemplate income or profit for the Participant or Dependent, including formation of or other representation of partnerships, corporations or business enterprises.

- (d) Class actions, interventions, amicus curiae filings or other suits or controversies not solely involving a Participant.
- (e) Unemployment compensation matters.
- (f) Collateral legal benefits which are provided to a Participant or Dependent as a result of being a beneficiary through any policy of insurance or by any other means for which the beneficiary does not have to pay legal fees, including actions arising under arbitration or other provisions of any union collective bargaining agreement.
- (g) Pre-existing legal matters wherein services are already being provided by other than an attorney of the Law Firm.
- (h) Matters involving as adverse parties any of the following:
  - (1) The Plan, UPS or any agent of the Plan or UPS, the Fund or any member of the Board or any contributing employer or any agent of the contributing employer.
  - (2) Teamsters Local 623, its affiliates, International or its officers, agents or employees.
  - (3) Any fringe benefit program or plan, or the trustees, Boards or employees thereof in which the Union participates or has an interest.
- (i) Preparation of tax returns.
- (j) Patent, copyright, admiralty and Federal Employer Liability Act matters.
- (k) Appeal proceedings in any court or administrative agency, except as provided in Section (b)(6) of Question 3 of this Part (See page 9)
  - (1) Fines, filing fees, court costs, assessments, penalties, deposition costs, witness fees, investigative expenses, printing costs, long-distance telephone calls and any other expenses not considered legal service.
- (m) Any action or matter involving another individual covered by this Plan.

**10. What geographic area is covered by the Plan?**

Services will only be rendered within the Counties of Philadelphia, Bucks, Delaware, Chester and Montgomery in Pennsylvania and in the Counties of Camden, Burlington, Gloucester, Salem, Cumberland, Atlantic and Cape May in the State of New Jersey, and in the greater Wilmington area in the State of Delaware.

**11. What if the Plan does not provide services with respect to a particular matter?**

A Participant may arrange for any attorney of his choice, at a mutually agreed upon fee to be paid by the Participant, for services in connection with matters that are not covered by the Plan.

**PART G  
CIRCUMSTANCES AFFECTING YOUR BENEFITS**

**May the Plan be amended or terminated?**

Although the Plan is intended to be permanent, the terms of future Collective Bargaining Agreements may terminate UPS' obligation to contribute to the Fund. At that time, the Plan will be continued until the Fund is exhausted. The Board may amend the terms of the Plan at any time. Any amendment, however, will be prospective in operation and will not reduce or limit any services or representation to which a Participant or Dependent was entitled in connection with any matter pending at the time the amendment is adopted by the Board.

**PART H  
APPEAL PROCEDURE**

**1. What if I am denied benefits under the Plan?**

If a Participant or Dependent does not receive the benefits to which he believes he is entitled under the Plan, he may file an appeal.

## **2. How do I file an appeal for benefits?**

The appeal should be filed in writing with the Board no later than 60 days after the date on which the benefits were denied. The Board will notify you within 10 days of receipt of an appeal if additional information is needed. You will be notified, in writing, within 60 days after receipt of your appeal of the Board's decision. The notification will include an explanation, if appropriate, of why your appeal was denied. The decision of the Board is final and binding.

### **PART I ERISA RIGHTS**

As a participant in the 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 office of the Plan and at other specified locations, such as worksites, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Board. The Board may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Board is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to run the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a 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 your 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 cases, the court may require the Board 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 Board. 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 win the suit, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees - for example, if it finds that your claim is frivolous.

If you have any questions about the Plan, you should contact the Board. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

**NOTE:** The Department of Labor has issued a number of administrative exemptions from certain reporting and disclosure requirements. Some of these exemptions may apply from time to time to this Plan. For example, many plans are exempted from preparing or filing annual reports and summary annual reports. To the extent that such exemptions pertain to this Plan, the foregoing statement of ERISA rights may be considered to be modified.

**PART J**  
**GENERAL PLAN INFORMATION**

**Plan Sponsor**

The Plan is sponsored by the Union and UPS.

The responsibilities of administering the Plan have been delegated to the Board. Any questions pertaining to the Plan should first be directed to the Board. The Board serves as the Plan Administrator.

**Agents for Service of Legal Process**

Legal process may be served on the Board at the Plan office.

**Trustees and Plan Assets**

The assets of the Plan are held by the Board and are used exclusively to fund benefits for Plan participants and beneficiaries and to pay proper administrative expenses. The Board is made up of:

James S. Merritt	Richard Gough
George Ruggieri	Darren Jones

**Collective Bargaining Agreement**

The Plan is maintained pursuant to a collective bargaining agreement between the Union and UPS. You may obtain a copy of the agreement by writing to the Board.