

**UNITED STEELWORKERS
LOCAL 286
LEGAL SERVICES PLAN
AND
SUMMARY PLAN DESCRIPTION**

This booklet contains the Plan
Document and Summary Plan Description

2016

LEGAL SERVICES PROVIDER:

**LAW OFFICES OF
SPEAR WILDERMAN, P.C.
230 S. Broad Street
Suite 1400
Philadelphia, PA 19102
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UNITED STEELWORKERS
LOCAL 286 LEGAL
SERVICES PLAN AND
SUMMARY PLAN
DESCRIPTION
as Amended and Restated
as of January 1, 2016
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Summary Plan Description

The Summary Plan Description is included with this booklet and follows the Plan Agreement.

The following Plan for legal services sets forth certain legal services to be provided to eligible members of United Steelworkers Local 286 and other eligible beneficiaries without charge to the member, his or her spouse and to his or her dependents. We ask that you read the Plan document so that you fully understand the benefits and limitations of the Plan. This Legal Service Plan was negotiated for you by your Union and is paid for by your Employer. We hope that you will take advantage of the services offered and the Plan Attorneys will try to make the services available to you as conveniently and courteously as possible. If you might feel the need to have someone translate or interpret for you, please feel free to bring anyone of your choice who speaks both English and Spanish or any other foreign language when you meet with the Attorney. Like any other coverage, this Plan has certain exclusions from free or prepaid services. For your benefit, please arrange to meet with the Attorney for consultation on any legal matter. The consultation will be free of charge and the Attorney will explain whether your case is or is not covered. If your particular case is not covered, the Attorney will advise you to the alternatives available to you. Naturally, if your matter is covered, services will be offered free of charge to you.

IN ORDER TO ARRANGE FOR AN APPOINTMENT, CALL LAW OFFICE OF SPEAR WILDERMAN PC at 215-732-0101.

Este Plan para servicios legales establese ciertos servicios legales para hacer subministrado a miembros elegibles de United Steelworkers Local 286 y otros beneficiarios elegibles sin ningun costa a los miembros, a su esposo o esposa o sus dependientes. Suplicamos que usted lea el documento del Plan que usted entienda los beneficios y limitaciones del Plan. Este Plan de servicio legal fue negociado para usted por su union y esta pagada por su patron. Esperamos usted haga use de las ventajas de los servicios ofrecido y el abogado tratara de su ministrarle los servicios conveniente que sean possible. Si usted necesita que alguien tradusca o interprete para usted, pude traer alguien que hable ambos ingles y espanol cuando esta en conferencia con el abogado. Como cualquier otro acuerdo este Plan tiene ciertas exclusions de servicios libres o servicios pagados. Para su beneficio sirvase encontrarse con el abogado para consulta en cualquiera manera legal; la consulta sera libre de cargo y el abogado explicara si su caso esta o no cubierto. Si su caso particular no esta cubierto, el abogado le aconsejara con respecto a su asunto y la alternative que tenga. Naturalmente, si su asunto esta cubierta, los servicios se ofreceran libre de cargo por usted.

PARA REGLAR UNA CONFERENCIA, LLAME SPEAR WILDERMAN PC AT 215-732-0101.

PLAN DOCUMENT

ARTICLE 1

DEFINITIONS

Section 1.1 "Legal Services Plan" or "Plan" shall mean the United Steelworkers Local 286 Legal Services Plan and any supplements, amendments or additions thereto.

Section 1.2 "Trust Agreement" shall mean the Agreement and Declaration of Trust dated August 20, 1981, and any subsequent amendments thereto, establishing and providing for the administration of the United Steelworkers Local 286 Legal Services Plan. **Section 1.3** "Trust Fund" or "Fund" shall mean the entire United Steelworkers Local 286 Legal Services Trust Fund as it may, from time to time, be constituted, including, but not limited to, policies or insurance, investments, and the income from any and all investments, Employer contributions, and any and all other assets, property or money received or held by Trustees for the use and purposes of the Fund.

Section 1.4 "Trustees" shall mean the Trustees appointed as provided in the Trust Agreement.

Section 1.5 "Provider Agreement" shall mean the document executed by The Trustees and the provider of legal services.

Section 1.6 "Effective Date" shall mean September 1, 1981, the Date when the Plan becomes effective, except that with respect to any group of employees to whom this Plan will become applicable at any time after September 1, 1981, "Effective Date shall mean such Date as the Trustees shall specify.

Section 1.7 "Effective Date of the Rewritten Plan" shall mean January 1, 2016.

Section 1.8 "Employer" shall mean:

a) Any Employer who is party to or otherwise bound by a Collective Bargaining Agreement providing for the making of payments to the Trust Fund with respect to its employees and who is accepted as an Employer by the Trustees.

b) The Union or Trustees, respectively, shall each be considered as an Employer with respect to their employees for whom contributions are made by them to the Trust Fund. Such status as an Employer shall be solely for the purpose of making the required contributions to the Trust Fund and neither the Union nor the Trustees shall participate in the selection of any Employer Trustee.

Section 1.9 "Legal Services Provider" shall mean Law Office of . the law firm which provides legal services to Participants, spouses and dependents pursuant to the Plan and Provider Agreement.

Section 1.10 "Employee" shall mean:

a) Any employee with respect to whose employment an Employer is required to make contributions into the Trust Fund; or

b) Any officer or employee of the Union who shall have been proposed for benefits under the Plan by the Union and who shall have been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Trust Fund at the rate fixed for contributions for any other Employer; or

c) Any employee of this Trust Fund who is not employed by any Employer but who shall be proposed and accepted for benefits under the Trust Fund by the Trustees and for whom the Trustees agree in writing to contribute to the Trust Fund at the rate fixed for contributions for any other Employer.

Section 1.11 "Plan Year" shall be the period from January 1st of one year to December 31st of the same year.

Section 1.12 "Collective Bargaining Agreement" shall mean the Collective Bargaining Agreement(s) in effect at any time which require Employer contributions to the Trust Fund.

Section 1.13 "Participant" shall mean any full-time or part-time employee or any retired employee who is eligible to receive benefits under this Plan, or a spouse or dependent who may be eligible to receive benefits under this Plan or any retired employee who is eligible to receive pre-paid legal tax preparation for the year in which the Participant retired.

Section 1.14 "Spouse" shall mean the legal husband or wife of a fulltime employee who is a Participant and who resides in the same household with such Participant at the time the legal services are provided under the Plan. Such spouse shall be eligible for benefits under the Plan only if there is a legal marriage between the spouse and the Participant.

Consistent with the law of the Commonwealth of Pennsylvania, a common-law marriage will only be recognized by the Plan if it began on or before January 1, 2005. The Commonwealth abolished any common-law marriage beginning after January 1, 2005; therefore, any spouse of such marriage will not be eligible for benefits under the Plan.

The State of New Jersey does not allow common-law marriages to be binding and valid; therefore, the Plan will not recognize such a marriage and any spouse of such a marriage will not be eligible for benefits under the Plan.

Consistent with the law of the Commonwealth of Pennsylvania, a common-law marriage will only be recognized by the Plan if it began on or before January 1, 2005. The Commonwealth abolished any common-law marriage beginning after January 1, 2005; therefore, any spouse of such marriage will not be eligible for benefits under the Plan.

The State of New Jersey does not allow common-law marriages to be binding and valid; therefore, the Plan will not recognize such a marriage and any spouse of such a marriage will not be eligible for benefits under the Plan.

Section 1.15 "Eligible Dependents" coverage of your dependents begins at the same time your coverage begins. Eligible Dependents include your lawful spouse, an unmarried child who:

- (1) is under age 18, or upon graduation from high school, whichever event occurs later;
- (2) is under twenty-three (23) years of age and is a full-time student at a high school, college, university or vocational school.

"Child" means a natural child, stepchild, legally adopted child, child pursuant to court custody order, legally adopted grandchild and grandchild pursuant to court custody order.

Section 1.16 "Union" shall mean United Steelworkers Local 286.

ARTICLE 2

BENEFITS

The legal service benefits rendered are limited to the Commonwealth of Pennsylvania and the State of New Jersey, subject to the following conditions:

- (a) for representation beyond the radius of 100 miles from the Fund Office, the Participant shall have the option of utilizing the legal services benefits, but shall be required to pay the Legal Services Provider's expenses which include travel, lodging and meals; or
- (b) the Participant may hire his own legal counsel, subject to Section 2.1(3) which provides a maximum benefit of \$1,000 for legal expenses for the Participant including his spouse and dependents.

Section 2.1 Covered Services:

When there are two Participants who request services through the Fund on opposite sides of the same issue, the conflict shall be resolved in the following manner:

1. The Participant who was the first person to be a member of the Fund will receive the services.
2. In the event of such conflict, one Participant may elect to execute a waiver of conflict and allow the other Participant to utilize the legal services benefits of the Plan or both Participants may execute waivers of conflict and utilize the legal services benefits to resolve such issues amicably.

3. The other Participant would be referred by the Trustees to legal counsel outside the Fund. Such outside counsel will be required to submit invoices reflecting the services rendered and fees. The maximum benefit available for conflict counsel will be \$1,000.

Legal services shall not be rendered for actions pending prior to the effective date of the Participant's coverage under the Plan; however, legal services will be provided so long as legal action is commenced when the Participant is eligible to receive the benefit notwithstanding the fact that the conduct constituted the basis of the legal action predated such eligibility.

Subject to the limitations set forth herein, the following services shall be provided to Plan Members without fee or charge except for court costs, witness fees, stenographic charges, filing and recording fees, investigative expenses and other usual and out-of-pocket costs of each matter:

(a) Consultations: Consultations by telephone or office conferences are handled on a case-by-case basis. Where a service is not included under the Plan, a fee consultation can be arranged and a Plan Attorney retained.

(b) Wills, Living Wills, HealthCare Directives, Power of Attorney and or Appointment of Agent: Drafting, review and explanation (Trust Agreements and Indentures excluded).

(c) Real estate transactions on primary or principal dwellings including: Review of an agreement of sale to sell or purchase real estate, preparation of an agreement of sale to sell or purchase real estate, attendance at a real estate settlement, revision and/or negotiation of a real estate Agreement, and preparation of deeds.

(d) Divorce or annulments, Domestic Relations: Settlement and property settlement agreements in domestic relations matters, including support and or custody of children, pre-marital or post-marital separation and property settlement agreements, alimony, and equitable distribution hearings, custody hearings and proceedings relating thereto. In the event both spouses are covered by the Plan, the Legal Services Provider will represent only the person who is the employee of the company and not his/her spouse, consistent with the terms of Section 2.1. Coverage will not be provided for any appeals of family court decisions and orders.

(e) Support, custody and Adoptions.

(f) Consumer actions, subject to Section 2.2.

(g) Name changes.

(h) Defense in civil matters, including answering Complaints, and preparation for and attendance at trial.

(i) Criminal matters are limited as covered services to participants who are involved in Driving under the Influence (DUI).

(j) Debtor/Creditor and bankruptcy proceedings limited to Chapter 7 and 13 of the United States Bankruptcy Code.

(k) Landlord/Tenant: Including the review of leases and defense of eviction proceedings.

(l) Small Claims Court and Consumer matters are included as a Covered Service under Section 2.1; however, post-hearing remedies are not included as a Covered Service. The Small Claims Court limits are determined by each jurisdiction.

(m) Preparation of the following tax returns, if applicable:

1. Federal Tax Form 1040EZ
2. Federal Tax Form 1040 A & B
3. PA 40
4. NJ 1040
5. 1040ES
6. NJ 1040ES
7. PA 1040ES
8. County Personal Property Tax
9. Philadelphia School Tax
10. Philadelphia General Business Tax
11. Other local taxes, where required.

However, an additional fee will be charged for the preparation of all other schedules and/or forms not specifically set forth above. The individual taxpayer will be required to pay such additional fee directly to the Provider at the time of preparation of those schedules and forms not covered under the Plan.

Preparation of tax schedules and forms as set forth above shall be provided for retirees for the year in which retirement is effective.

Preparation of returns, amended returns or related forms for years other than the current year or prior year will not be covered by the Plan.

The preparation of a revised tax filing required due to an error in the information given to the tax preparation service directly or indirectly by the participant will not be a covered benefit of the Plan and any costs associated with such refiling will be the responsibility of the Plan participant.

Section 2.2 Excluded Services:

Legal services with respect to the following matters are not provided under the Plan:

a) Matters in which representation on a contingent fee basis is normally available, such as Workers' Compensation, Social Security Claims, condemnation proceedings, negligence actions, estate administration, etc.

b) Class actions, interventions or amicus curiae filings.

c) Appellate litigation (but de novo trials on appeals from Municipal Court, Civil Arbitration and District Justices' decisions are covered).

d) Actions involving patents and copyrights.

e) Legal proceedings and matters which involve any of the following as adverse party: The Union or any union, its officers, agents and employees, an administrative agency or court which has found a Member liable in an action, wherein satisfaction of fines, penalties, etc. is sought, any fringe benefit program or plan or the Trustees, administrators or employees thereof in which the union or any other labor union participates or has an interest, any employer (or its officers or agents) which has a Collective Bargaining Agreement with the Union or such any Agreement providing for contributions to the Trust Fund, and any other Participant covered by the Plan.

f) Small Claims Court and Consumer matters subject to Section 2.1(1).

g) Traffic Court appearances (however, legal advice on your rights and remedies and Court procedure will be available), including consultation in advance of the hearing and also with respect to post-hearing remedies, except where the traffic violation is criminal in nature.

h) Legal services involving business or private investment.

i) Real estate matters involving commercial income-producing property, or other rental properties not used as a principal residence, title search, title insurance, recording fees and incidental closing fees.

j) Estate or Will contests, probate proceedings, accountings, appearances before Orphans or Surrogate Court, actions to quiet title and zoning, administrative or civil summary proceedings.

k) Actions started before the institution of this Plan.

l) Actions involving disputes with respect to this Plan.

m) Printing costs - legal briefs, transcripts reproductions.

n) Defense of criminal matters, including those involving loss of life or attempts thereof, and all Federal criminal and civil defense matters.

o) Preparation of tax schedules and forms not specifically set forth in paragraph 2.1(1) above, provided that such additional schedules and/or forms may be prepared by the provider upon payment of an additional fee to be established by the provider and paid directly to the provider at the time the forms are prepared.

p) Business Matters, including review of a contract.

q) Criminal matters, subject to 2.1(i).

r) Juvenile proceedings.

s) Accident and personal injury services.

The Legal Services Provider shall be free to exercise the right to refuse to provide legal services or representation for any matter which they believe to be clearly without merit or frivolous or that presents a conflict of interest.

In all cases where items are excluded from coverage by the Plan, legal advice and opinions relating thereto will be given the eligible individual even though the legal problem itself is not covered under the Plan. The services included in this Plan are as specifically set forth

and are not to be expanded in any way, whether by inference or ambiguity. In the event the Legal Services Provider may render a service without charge which is not included, such action shall be deemed a gratuity and not a waiver of limitation or expansion of services.

Section 2.3 Costs: Court costs, filing fees, depositions, witness fees, masters' fees, investigative expenses, printing costs, fines, penalties, expenses allowed under Article 2a, and other similar out-of-pocket expenses necessary or incidental to legal matters are not paid by or through the Plan, and are the sole and exclusive responsibility of the Participant.

Section 2.4 Prior Litigation: Any litigation commenced prior to the Participant's coverage Date under the Legal Services Plan shall not be covered by the Plan.

Section 2.5 Attorney/Client Relationship: Participants shall, at all times, be considered the client of the Legal Services Provider providing the legal services. Such Legal Services Provider shall honor each Participant's confidentiality with respect to all legal services rendered, provided, however, that by accepting services under the Plan, the Participant agrees that his/her file may be subject to periodic random review by an independent auditor for the purpose of evaluating the nature and quality of services rendered by the Provider Attorney. Such auditor shall not disclose the name of any Participant or any other identifying information about files reviewed to the Trustees or any other party.

ARTICLE 3

ELIGIBILITY AND APPEALS

Section 3.1 Initial Eligibility: An Employee of any participating employer on the Effective Date of this Plan shall be eligible for the benefits as set forth herein beginning on said Effective Date.

Section 3.2 Eligibility After the Effective Date: An Employee of an Employer which becomes a participating employer after the Effective Date shall be eligible for benefits on the sixty-first (61st) calendar day following the day the employee first performs an hour of work on account of which Employer contributions are required.

Section 3.3 Withdrawal of Counsel/Continued Services:

a) To the extent consistent with the applicable rules of professional conduct, the Legal Services Provider providing services to a Participant under the Plan reserves the right to withdraw as counsel to the Participant:

(1) When a participant ceases to be actively employed by an Employer, provided, however, that:

(i) Unemployment due to disability (whether work related or not) shall not result in cessation of coverage under the Plan for one year following the commencement of the disability. Such disability must be demonstrated by the Participant's receipt of disability checks from the Employer, from the Employer's Workers' Compensation carrier or from the United Steelworkers Local 286 Health & Welfare Fund,

but may also be demonstrated by the Employer's continuation of Health and Welfare Fund contributions pursuant to that Fund's plan of benefits; and

- (ii) The Plan will provide continued benefit coverage for a maximum period of three months due to being laid off or for disputed termination. Termination for cause is specifically excluded and coverage will cease as of the date of termination, unless such termination is disputed by the Union, or
- (2) Upon the termination of the Participant's eligibility, or
- (3) In the event the Legal Services Provider discovers any conflict of interest between the Participant and;
 - (i) The Fund, or any of its employees or agents;
 - (ii) The Trustees or any of them;
 - (iii) The Union, or any of its officers, agents or employees;
 - (iv) Legal Services Provider providing services;
 - (v) Any Employer who has entered into a Collective Bargaining Agreement with the Union and/or one which provides for contributions to the Trust Fund;
 - (vi) Any other labor organization as defined in Section 2 of the National Labor Relations Act; and
 - (vii) Any other member of the Union or to the Fund Participant.

b) Each Participant shall, as a condition for the receipt of benefits, and prior to the commencement of services, agree to the withdrawal of counsel under the circumstances set forth in this Section 3.3.

c) Notwithstanding any other provisions contained herein, circumstances may arise wherein, in the professional judgment of the Legal Services Provider, the firm may be required to withdraw from representation of any Participant. In the event of such circumstances, the Legal Services Provider shall effectuate such withdrawal from representation in a manner consistent with the guidelines set forth in Code of Professional Responsibility adopted by the Supreme Court of the appropriate jurisdiction. In the event counsel is unable to withdraw from any litigation or other legal matter and is required in the exercise of his professional responsibility to continue the representation of any Participant, the Trust Fund shall not be obligated to compensate the Legal Services Provider for any such services or to reimburse the Participant for such services. Financial arrangements for the continuation of such services shall be subject to negotiation between the client and the Legal Services Provider, and the Trust Fund, under these circumstances, shall bear no financial responsibility.

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Section 3.4 Right to Refuse Services: The Legal Services Provider reserves the right to refuse, for good cause, professional services to any Participant, provided, however, the Legal Services Provider shall notify the Trustees promptly of the reason for such refusal.

Section 3.5 Restriction on Alienation: No benefit provided under this Agreement shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish same shall be void.

Section 3.6 Claims and Appeals Procedure: Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days. However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, the Trustees shall

have the sole authority and discretion to determine eligibility for benefits and to construe the terms of the Trust Agreement and Plan of Benefits. Their decisions shall be final and binding on all Participants, beneficiaries, interested parties and on anyone claiming by, through of under such entities.

No legal action can be taken against the Plan or the Board of Trustees more than three years after a claim for benefits has been made. For this purpose, a claim for benefits is deemed to have been made on: (i) the date an application for benefits is denied on review by the Board of Trustees, if the claim is to recover benefits not paid by the Plan; (ii) the date benefits are suspended, if the claim is to receiver benefits suspended under the Plan; or (iii) the date of the benefit statement that was provided for the applicable period of Service, if the claim is in regard to the Board of Trustees' (or designee's) computation of service and benefits under the Plan.

Section 3.7 Application for Benefits: All applications for benefits under this Plan shall be made by contacting the Legal Services provider.

ARTICLE 4

AMENDMENT

Section 4.1 Amendment of the Plan: The Trustees may at any time or times modify, alter or amend the Plan, provided, however, that such modification, alteration or amendment shall be consistent with the intent of the Plan that at all times the Plan and Fund will conform to all applicable laws and qualify as a group legal services plan and "exempt" trust under the relevant sections of the Internal Revenue Code.

ARTICLE 5

PLAN ADMINISTRATION

Section 5.1 Administration: The Trustees of the Plan are the Plan Administrator. The Plan is to be administered by the Plan Administrator in accordance with the provisions of ERISA. An individual or a company may be appointed by Trustees to be the ministerial administrator and serve at the convenience of the Trustees. If the ministerial administrator resigns, dies or is otherwise removed from the position, the Trustees may appoint a new ministerial administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make Determinations regarding issues which relate to eligibility for benefits, to decide which disputes which may arise relative to a Plan

5.3 Plan Administrator Compensation.

The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

5.4 Fiduciary.

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan or has discretionary authority or responsibility in the administration of the Plan.

5.5 Fiduciary Duties.

A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Participants and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- (1) with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
- (2) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- (3) in accordance with the Plan documents to the extent that they agree with ERISA.

5.6 The Named Fiduciary.

A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

- (1) the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
- (2) the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

The Trustees shall function as the "named fiduciary".

5.7 Funding the Plan and Payment of Benefits.

The cost of the Plan is funded solely from the funds of the Employer. The Plan compensates the Legal Services Provider in accordance with the contract between the Trustees and the Legal Service Provider.

ARTICLE 6

MISCELLANEOUS

Section 6.1 Liability: Neither any Employer nor the Union shall have any liability for, or on account of, any benefits provided under this Plan, nor in respect of the administration of the Fund held by the Trustees, except as provided by law. Participants shall look solely to the Fund for all benefits contemplated by this Plan, except as allowable by law.

Section 6.2 Irrevocability of Contributions: In no event shall any assets of the Plan revert to any Employer, except in the case of an overpayment of contributions to the extent permitted by law.

Section 6.3 Agreement and Declaration of Trust: Nothing contained in this Plan shall be deemed to limit or restrict any of the provisions contained in the Trust Agreement. If any provision of this Plan is in conflict with the Trust Agreement, the Trust Agreement shall govern.

Section 6.4 Exclusive Benefit: It is specifically understood that no part of the Fund shall be used for any purposes other than providing personal legal services for the Participants and the payment of the costs of administration.

SUMMARY PLAN DESCRIPTION
FOR
UNITED STEELWORKERS LOCAL 286
LEGAL SERVICES PLAN
2016

LEGAL SERVICES PROVIDER:

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INTRODUCTION

The Employee Retirement Income Security Act of 1974 requires that certain information be furnished to each Participant and beneficiary in an employee benefit plan.

The Booklet provides, in conjunction with the preceding Plan Agreement the benefits, rights and obligations you have under the United Steelworkers Local 286 Legal Services Plan ("Plan"). We hope you will find this information helpful and will discuss it with your family. If you have any questions after reading this Booklet or if you would like to discuss the details further, write or call the Fund Office. They will be glad to help you.

This Booklet presents certain general information. This information, of course, cannot adequately present all of the details of the Plan. Nothing in this summary is meant to interpret, extend or change in any way the rules and regulations expressed in the Plan's governing documents. Your rights can only be determined by the provisions of the Plan's governing documents. If any information included in this Summary Plan Description is in conflict with any provision in the Plan's Agreement and Declaration of Trust or Legal Services Plan, the provisions of the Agreement and Declaration of Trust or Legal Services Plan shall be controlling.

Only the entire Board of Trustees is authorized to interpret the Plan's governing documents. No Employer or Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret the Plan's governing documents, nor can any such person act as an agent of the Board of Trustees.

This Booklet summarizes the provisions of the Plan in effect as of January 1, 2016. The Plan may be amended in the future by the Trustees, and these amendments may affect the determination of your Legal Services benefit. In some cases, these amendments may be effective retroactively to a date prior to January 1, 2016. Notice of amendments to the Plan will be distributed to your Union and to your Employer for posting on appropriate bulletin boards and, or published in the Union newsletter. If you have any questions about amendments to the Plan made by the Board of Trustees after the publication of this Booklet, write to the Fund Office.

**UNITED STEELWORKERS
LOCAL 286
LEGAL SERVICES PLAN**

LEGAL SERVICES PROVIDER

**LAW OFFICE OF
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PLAN ADMINISTRATOR

Trustees of United Steelworkers
Local 286 Legal Services Plan
410-24 North Eighth Street
Philadelphia, PA 19123
(215) 829-9212

BENEFITS CONSULTANT

Beyer-Barber Company
1136 Hamilton Street, Ste. 103
Allentown, PA 18101
(610) 435-9577

FUND AUDITOR

Novak Francella LLC
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Bala Cynwyd, PA 19004
(610) 668-9400

**LEGAL COUNSEL AND AGENT FOR
SERVICE OF LEGAL PROCESS**

Warren Borish, Esq.
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**IMPORTANT INFORMATION
REGARDING YOUR LEGAL SERVICES PLAN**

1. Name of the Plan: The Plan is known as the United Steelworkers Local 286 Legal Services Plan.

2. Plan Administrators: The Plan is administered by a joint Board of Trustees which is the Plan Administrator and Named Fiduciary of the Plan. The Trustees consist of an equal number of persons appointed by the Employers and the Union. The names and addresses of the Trustees are:

Union Trustees

Carlo Simone, III, Co-Chairman
United Steelworkers Union Local 286
410-24 N. Eighth Street
Philadelphia, PA 19123

Mario Tatom
United Steelworkers Union Local 286
410-24 N. Eighth Street
Philadelphia, PA 19123

Jimmie T. Nolan
United Steelworkers Union Local 286
410-24 N. Eighth Street
Philadelphia, PA 19123

Employer Trustees

Kenneth J. Gordon, Co-Chairman
PCI Pharma Services
3001 Red Lion Road
Philadelphia, PA 19114

Michael Ferman
Newman and Company
6101 Tacony Street
Philadelphia, PA 19135

Andrew Pierson
Mid-Atlantic Packaging, Inc.
436 Stump Road
Montgomeryville, PA 18936

3. Identification Numbers: The tax identification number assigned to the plan by the Internal Revenue Service is 23-2194292. The Plan Number assigned to the Plan by the Trustees is 501.

4. Agent for Service of Legal Process: The name and address of the agent designated for the service of legal process is listed on page 3.

5. Collective Bargaining Agreement: Contributions to the Plan are made on behalf of each Participant in accordance with Collective Bargaining Agreements or Participation Agreements requiring such contributions from an Employer who has been accepted as such by the Trustees.

The Plan office will furnish you, at a reasonable charge, upon written request, a copy of the applicable Collective Bargaining Agreement. The applicable Collective Bargaining Agreement can be made available for examination at the office of the Trustees or Union.

6. Source of Contributions: The Plan benefits are provided through Employer contributions to the Plan. The Employer contributions are determined by the provisions of Collective Bargaining Agreements, which generally require contributions to the Plan at fixed rates per hour worked (including holidays and vacations) but not to exceed forty (40) hours per week.

7. Type of Plan: This is a welfare plan that provides legal services to eligible Participants, their Spouses and Dependents.

8. Trust Fund: The Fund's assets are held in a trust fund and are invested in savings accounts, certificates of deposit and other investments.

9. Identity of Provider of Legal Services: Spear Wilderman PC is the law firm providing the legal services under this Plan. A description of the legal services benefits provided by the Plan is set forth in this Booklet and Plan Document. A copy of the entire Plan Document and Trust is on file with the Board of Trustees.

10. Plan Year: The fiscal records of the Plan are kept separate for each Plan Year. The Plan Year begins January 1 and ends on December 31.

11. Your Rights Under ERISA:

Receive Information about Your Plan and Benefits

As a participant in the United Steelworkers Local 286 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 documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the

latest annual report (Form 5500 Series) and updated summary plan description. The Plan 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.

Obtain a statement telling you whether you have a right to receive legal services and if so, what your benefits would be if you stop working under the Plan now. If you do not have a right to legal services, the statement will tell you the eligibility requirements to receive legal service benefits under the Plan. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforcing Your Rights

If your claim for a legal service benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory (or you can find Regional Offices of the Employee Benefits Security Administration through the Employee Benefits Security Administration's website on the Internet at http://www.dol.gov/ebsa/aboutebsa/org_chart.html) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You can also call the Employee Benefits Security Administration at (866) 487-2365 (a toll-free number); TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.