

A large, stylized graphic of a pair of scales of justice, rendered in black and white. The scales are positioned on the left side of the page, with the pans and beams extending across the middle. The background is a light gray with abstract, angular shapes. The text is placed on the right side of the page.

AFSCME

**District
Council 47**

**Legal
Services
Plan**

use it!

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LEGAL SERVICES FUND

AMERICAN FEDERATION OF STATE COUNTY, AND MUNICIPAL EMPLOYEES — AFL-CIO
4606 WALNUT STREET, PHILADELPHIA, PA 19103-5482 (215) 546-9880



Dear Brothers and Sisters:

As the Chair of the Board of Trustees of District Council 47, American Federation of State, County and Municipal Employees, Legal Services Fund, I am pleased to present you with this new booklet describing your benefits as a participant in the AFSCME District Council 47 Legal Services Plan.

As you know, this is but one part of our Union's program to bring benefits and services to members of the bargaining unit. Management did not voluntarily give us these benefits. Funds for the Legal Services Plan were won and built upon in our labor negotiations with the City, and other employers.

This Legal Services Plan was created to serve you. The services described in this booklet are available to you without cost or as otherwise indicated.

We have selected attorneys to operate the Legal Services Plan who are known for their competence, patience and integrity.

The attorneys will be available for appointments on the first, second and third Wednesday of every month from 4:00 p.m. to 6:00 p.m. at the Union office, 1606 Walnut Street, Philadelphia, Pennsylvania. To make an appointment to see them at those times or at any other time according to your convenience, call 215-893-3700 any day between 9:00 a.m. and 5:00 p.m.

There have been some revisions to our Plan of Benefits. Accordingly, I urge you to familiarize yourself with this Legal Services Plan booklet and keep the booklet for future reference.

Yours in Solidarity,

Cathy Scott



General Information

The AFSCME District Council 47 Legal Services Plan is for the exclusive use of full-time employees represented for purposes of collective bargaining by AFSCME - District Council 47, AFL-CIO, and those employees of AFSCME-related entities on whose behalf contributions are made to the Plan, and their Dependents. It has been established to provide, without charge, legal consultation, assistance, services and representation in the personal legal problems of employees and their Dependents.

What to Expect from the Plan

1. Legal consultation, assistance, service and representation in accordance with the provisions of the Plan and professional and ethical standards.
2. Courteous, prompt, confidential professional legal service.
3. An attorney-client relationship between the Member or Dependent and the attorney.
4. Convenient, available and continual access to an attorney who has a high degree of skill and expertise in the matters for which the Plan provides coverage.
5. The attorneys for the Plan shall be free to refuse to provide legal services or representation for any matter which they believe to be clearly without merit, frivolous, brought to harass or that presents a conflict of interest.
6. If a Member or Dependent has a legal problem which is either not covered under the Plan or for which representation would present a conflict of interest, the Plan attorney may refer the Member or the Dependent to an outside attorney, if the Member or Dependent requests it. In the event of referral by the Plan to an outside attorney, the Plan undertakes no responsibility or obligation to guarantee the fee charged for services or the quality of representation rendered by any of the attorneys so referred. Similarly, the Member or Dependent is under no obligation to utilize the attorney or attorneys named by the Plan Attorney.
7. If a Member has a legal problem which is covered by the Plan and for which representation would present a conflict with another Member, the Member who first requests services from the Plan will be represented by the Plan Attorney. In the event of a referral under these circumstances, the Plan will pay for any such legal service matter in accordance with a schedule of fees set by the Trustees to the attorney chosen by each Member from the list of approved attorneys. For conflicts between a Member and a Dependent who is not also a Member, the Plan Attorney may provide services to the Member as set forth in Article IV, §B.



Who are the Attorneys for the Plan?

The law firm of Willig, Williams and Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103 has been selected to provide legal services for the Plan.

The firm will provide the services of a number of lawyers and paralegals who have the requisite skills and experience called for by the Plan.

How to Use the Plan

- 1.** Call the Law Firm intake desk at 215-656-3663 to make an appointment with a Plan Attorney or you can contact the Legal Services Fund Coordinator (see #3 below). After your eligibility for benefits is confirmed, an appointment will be arranged for you. The appointment will be scheduled at the Law Firm.
- 2.** If you do not make an appointment, one of the Plan Attorneys will be available at the Union Office at 1606 Walnut Street, on the first, second and third Wednesday of each month between 4:00 p.m. and 6:00 p.m. Persons with appointments will have priority. Call the Union Office at 215-893-3710 or 3736.
- 3.** If you have any questions about your eligibility, the scope of services or how to use the Plan, please call to the Legal Services Fund office (215) 893-3736 or 3732 and speak with the Legal Services Fund Coordinator, Jennie Marsh.



AFSCME District Council 47 Legal Services Plan

I. Purpose

AFSCME-District Council 47 (or the “Union”) negotiated with the Philadelphia Parking Authority, other Employers, and other related entities, to provide a legal services plan which is known as the **AFSCME District Council 47 Legal Services Plan**. The Legal Services Plan provides, without charge, legal assistance, consultation, service and representation in the personal legal affairs and individual problems of the employees and their Dependents, subject to the limitations set forth herein.

Confidentiality of clients and their private legal matters shall be fully secured and maintained at all times, subject only to waivers where necessary in cases of appeal.

II. Administration and Operation

The Plan is administered by the Board of Trustees, with the authority, powers and duties and responsibilities of the Board of Trustees as set forth in the Declaration of Trust establishing the AFSCME District Council 47 Legal Services Fund.

Pursuant to the powers granted to it in the Declaration of Trust, the Board of Trustees is authorized, in its sole discretion, to interpret, alter, amend, modify, limit, rescind or expand the Plan at any time. However, any change to the Plan will be prospective in operation and will not deprive a Member of any services or representation to which s/he was entitled in connection with any matter pending at the time of the change.

The Board of Trustees will issue a description of the terms and conditions of the Plan to all eligible individuals. Whenever any significant change is made in the Plan, a description or copy of the change shall also be distributed to all eligible Members.



III. Attorneys

The legal services provided by the attorneys for the Plan shall be provided in accordance with the professional and ethical standards required of attorneys. Attorneys providing legal services shall adhere to the rules and regulations of the Plan but shall receive no further information, direction or interference from the Union, its officers and agents or from the Board of Trustees.

Any attorney providing legal services under the Plan will have an attorney-client relationship with the individual Member or his or her Dependent who is receiving the legal services. The attorney has the same exclusive professional duty and obligation to the Member or Dependent as would be required with any other client who would normally retain the attorney on a private fee basis. Any attorneys providing legal services under the Plan shall maintain the confidentiality of the attorney-client relationship in accordance with the applicable professional standards.



IV. Eligibility

A. Who is Eligible?

All full-time employees represented by AFSCME District Council 47 employed by the Philadelphia Parking Authority (herein referred to as PPA) on whose behalf contributions are submitted by PPA to the Fund, their spouses or qualified domestic partners and all unmarried dependent children (see Section B) are eligible for coverage. In addition, employees of AFSCME District Council 47-related entities on whose behalf contributions are submitted by the employers to the Fund, their spouses and all unmarried dependent children as set forth in Section B are also eligible for coverage.

Retirees who retire on or after January 1, 1999 are entitled to modified benefits for eighteen (18) months from the date of retirement. Retiree coverage does not extend to dependents. Retiree coverage is provided only in the areas of real estate, wills, power of attorney and consumer consultation.

B. Dependent

Any persons with the following relationship to the Member are covered under the Plan:

- (1) A spouse residing in the same legal residence with the Member.
- (2) A qualified domestic partner, who has registered with the District Council 47 Health and Welfare Fund, residing in the same legal residence as the Member.
- (3) An unmarried child (including adopted, step and foster children) under 18 years of age (under 23 years of age if a full-time student) who has the same legal residence as the Member or is dependent upon the Member for support and maintenance.
- (4) Any child of the Member who is handicapped by reason of mental retardation or physical disability and is incapable of self-sustaining employment, whether or not such child has the same residence as the Member and/or is dependent upon the Member for support and maintenance.
- (5) Any member of the immediate family of the Member or dependent who is handicapped or physically disabled in any other manner such that s/he is incapable of self-sustaining employment by reason of such disability and is dependent upon the Member or his Dependent for support and maintenance.

Dependents of retirees are ineligible for coverage under the Plan.



If a possible conflict of interests exists between a Member and a Dependent, the Plan Attorney may provide legal services to the Member but not the Dependent. For conflicts between two Members, see General Information, ¶ 7.

C. Termination of Eligibility for Coverage.

(1) Members. The coverage of any Member under this policy shall cease on the earliest of the following dates:

- (a) the date ending the month for which the last contribution has been made on behalf of the Member, if required;
- (b) the date ending the month during which the Member becomes ineligible for coverage under this Plan; or
- (c) in the case of a retiree who retired on or after January 1, 1999 the 18th month anniversary of his/her retirement or
- (d) the date of termination of this Plan; or
- (e) the failure of the Member to cooperate with the attorneys as defined in Section IX, ¶ 2.

(2) Dependents. Dependent's coverage shall cease on the earliest of the following dates:

- (a) the date of termination of coverage of the Member;
- (b) the date ending the month during which a Dependent ceases to be a Dependent as defined above;
- (c) In the case of a widow/er, one year after the death of the active member. After one year, the widow/er shall continue to be covered with respect to matters related to the death of the member only. In addition, any matters which were commenced prior to the death of the member or within one year of the death shall be covered until completion.
- (d) A widow/er of a retired member will continue to be covered with respect to matters related to the death of the member only.
- (e) the failure of the Dependent to cooperate with the attorneys as defined in Section IX, ¶ 2.

(3) Terminated Members. Where an employee has been suspended or terminated from employment and a grievance procedure is available and is being pursued by the Union on behalf of the Member, the Mem-



ber's coverage shall terminate eighteen (18) months from the date of termination or the completion of the grievance and/or arbitration procedure, whichever occurs sooner. If the grievance has not been resolved after eighteen months and is still being pursued by the Union, the Member shall have the option to self pay for continued coverage at the contribution rate then in effect for that Employer during the pendency of the grievance or for eighteen (18) months, whichever occurs first. The Union shall seek to recover any such payments from the Employer as part of the remedy for the grievance. In no event will dependents be permitted to commence new matters during the period that the terminated Member is pursuing his/her grievance. Pending matters on behalf of dependents shall be completed during the pendency of the grievance proceeding.

V. What is covered under your Legal Services Plan?

Subject to the following limitations, these services shall be provided to the eligible Members and their Dependents without any fee or charge except for court fees and costs.

1. Legal advice and consultation in any matter except those specifically excluded.

Consultation shall include telephone conversations, office consultation, follow-up conversations and meetings, review, preparation and drafting of correspondence and follow-up correspondence. It shall not include the filing of documents or instruments in any court or agency thereof, nor the attendance nor representation in any court proceeding except as noted below.

2. Wills and Estate Planning.

Preparation of wills, with or without trust provisions, as well as guardian provisions if required. Preparation of living trust agreements shall also be included in addition to the preparation of living gift agreements and insurance trust agreements. Preparation of living wills and durable powers of attorney shall also be included. The gathering, review and explanation of the estate tax consequences of assets of the Member and his/her Dependents including real and personal property, life insurance, Social Security and pensions, jointly owned property, interest



or expectancies in other estates, powers of appointment, prior living gifts, federal and state gift and estate tax consequences, and income, liabilities, and cash requirements for estate administration shall also be provided under this coverage.

3. Real Estate Transactions.

Coverage shall include consultations, review, drafting and preparation of agreements of sale, deeds, mortgages, refinancing of mortgages, and other documents or instruments necessary to purchase or sell the primary residential property of the Member within the five county Philadelphia area, defined to include Philadelphia, Chester, Bucks, Delaware and Montgomery Counties. A Plan attorney shall, where requested, attend a settlement in regard to the purchase or sale of the primary residence of the Member if it occurs within the five county Philadelphia area. A Plan attorney shall, where requested, attend a settlement in regard to the purchase or sale of a Member's residential property, if it occurs outside the five-county Philadelphia area at a charge of One Hundred Seventy-five Dollars (\$175.00) per hour. Consultation, review, drafting and preparation of a lease involving the residence of a Member is also included. However, no coverage is provided under this Section if the Member is the landlord or the owner of a commercial property. Nor is coverage provided at settlement concerning the refinancing of a mortgage.

4. Domestic Relations.

(a) Divorce, Support and Custody:

Coverage for domestic relations benefits shall be provided to the member only. No services under this plan will be provided to the spouse or dependent. Representation, without charge, will be provided in all domestic relations matters prior to the attendance by the Plan Attorney at any hearing in Family Court in the five county Philadelphia area.

Negotiations for and preparation of property settlement agreements, separate maintenance agreements, support agreements, custody agreements and real estate or other property transfer agreements shall be provided at no charge.

Representation, without charge, shall be provided to the Member for up to five (5) appearances by the Plan Attorney in Family Court (including conferences before Family Court Hearing Officers), in the five county Philadelphia area where the Member's primary personal



What is Covered...continued

residence is located. After the third hearing, representation under the Plan in domestic relations matters arising from the same marriage or relationship shall terminate.

Actual court costs, filing fees, stenographic charges or the like, shall be paid by the Member.

(b) Adoption. Subject to Article VII, § 5, representation will be provided in all adoption proceedings. This includes preparation and filing of the Initial Report of Intent to Adopt, Petition to Adopt and up to five (5) appearances by the Plan Attorney in Family Court in any of the five county Philadelphia area where the Member is primarily a resident. Actual court costs, filing fees and stenographic charges shall be paid by the Member.

5. Bankruptcy.

Representation shall be provided to the Member in the initiation and prosecution of a Member's personal bankruptcy (including spouse where appropriate) that is unrelated to a Member's or Dependent's business ventures or investments, including representation in mortgage foreclosure proceedings on personal residence in the five county Philadelphia area. Actual filing fees, court costs and stenographic charges shall be paid by the Member.

6. Social Security Disability Hearings.

Representation shall be provided to the Member at the trial level of a Social Security disability hearing. Actual filing fees, court costs, expert witness fees, stenographic charges and the like, shall be paid by the Member.

7. Petitions for Change of Name.

Preparation of Petitions for Change of Name, and representation shall be provided to the Member in Philadelphia County only. Actual court costs, filing fees, advertising costs, stenographic charges, and the like, shall be paid by the Member.

8. Consumer Actions.

Coverage shall include advice and consultation with regard to matters involving consumer affairs, landlord/tenant matters, review of tenant leases, buy/sell agreements, household consumer matters and related situations, but in no event shall coverage include preparation of pleadings or attendance in Small Claims Court.



VI. Right to Purchase Additional Services — Reduced Fee Matters

The following matters are excluded from coverage under the Legal Services Plan. If a Member or Dependent wishes to retain a Plan Attorney to provide representation for services not covered by the Plan as described below, this may be done by agreement with the attorney, with representation afforded to the Member or Dependent at a substantially reduced fee.

The fee is to be paid for exclusively by the Member or Dependent, and the Plan shall have no liability for said extra services.

1. Criminal and Quasi-Criminal Proceedings.
2. Matters in which representation on a contingent fee basis is customary such as workers' compensation, negligence and/or personal injury accidents, medical malpractice, or injuries from defective products actions, legal malpractice, and the administration of estates.
3. Commercial or business transactions which contemplate income or profit for the Member, or his or her Dependents.
4. Real estate transactions for other than the Member's primary residential property.
5. Class actions, interventions, amicus curiae filings or other suits or controversies not solely involving a Member or Dependents.
6. Any matter in which the Member or Dependent has been found liable by an administrative agency or court wherein satisfaction of fines, interest, penalties or other judgment is sought.
7. Consumer matters including representation in Small Claims Court.



VII. What is excluded from coverage under your Legal Services Plan?

The following matters are excluded from coverage and will not be undertaken by a Plan Attorney under any circumstance:

1. Collateral legal benefits which are provided to a Member or Dependents as the 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.
2. Legal matters wherein services are already being provided by another attorney other than the Plan attorneys.
3. Any matter which, in the opinion of the Plan Attorney, is frivolous, without merit, brought for the purpose of harassment, or presents a conflict of interest.
4. No coverage will be provided to a Member's spouse in matters involving a prior domestic relations situation e.g., custody, alimony, child support, adoption, etc.
5. Matters involving as adverse parties any of the following:
 - (a) A Member or Dependent, except as above described in Article IV, B and General Information ¶ 7.
 - (b) The Plan or any employer or agent of the Plan.
 - (c) Any labor union or its officers, agents or employees.
 - (d) Any fringe benefit program or plan, or the trustees, administrator, or employees thereof, in which any labor union participates or has an interest.
 - (e) The City of Philadelphia, PHA and Philadelphia Parking Authority or any other participating employer or entity for which a benefit is provided under this Fund, in matters arising out of the employment relationship.



VIII. What if I am not satisfied with my Legal Services?

If an eligible Member or Dependent has a complaint s/he may complain, in writing, to the Chair of the Plan. Upon receipt of any such complaint about legal services rendered under the provisions of the Legal Services Plan, the Chair shall appoint two (2) members of the Board of Trustees to investigate the matter. Upon completion of their investigation, including interview of the complainant and the Plan attorney, the two members of the Board shall issue a decision in writing and send a copy to the Member or Dependent, the Plan Attorney and the Chair.

If the complaining Member or Dependent is dissatisfied with the decision of the Board members, upon written request, s/he may appear before the entire Board at the next regularly scheduled Board meeting. S/he will be notified in writing as to the time, date and place of said Board meeting. The Board shall review the decision of the two Board members and shall notify in writing the Member or Dependent of its decision.

The decision of the Board of Trustees following such review shall be final and binding on the Member or Dependent.

Where an eligible Member or Dependent makes such a complaint concerning legal services, the filing of said complaint shall constitute a written waiver of the terms of confidentiality between the attorney and the Member or Dependent, to the extent necessary for the review and investigation of the complaint.



IX. Miscellaneous

The services provided herein are for the sole benefit of eligible Members and their Dependents. Services provided under the Plan are not assignable.

The Plan shall be subrogated to all rights of an eligible Member or Dependent to recover attorney's fees and costs against any person or entity with respect to matters for which services were provided under the Plan. Members or Dependents shall execute and deliver to the Plan any instrument, document, or paper and do whatever is necessary to secure such rights for the Plan, and they shall do nothing to prejudice such rights.

Members or Dependents shall remain free to secure legal advice or representation independently of the Plan, but neither the Plan nor the Fund assumes any financial responsibility or obligation in such event.

A Member or Dependent, after initial interview or consultation, is not obligated or required to continue to be represented by an attorney employed by the Plan and s/he is not obligated or required to employ the Plan attorney as his/her legal representative involving matters and services wherein the Member would be responsible for the payment of a fee.

No financial profit shall be derived by the Union from the provision of legal services under the Plan.



Definition of Terms

Board of Trustees or Board

The Trustees provided for in the Declaration of Trust establishing the AFSCME-District Council 47 Legal Services Fund.

Consultation

Includes personal office visits or telephone conversations for the purpose of obtaining advice on a personal legal matter or problem confronting a Member or Dependent.

Contributing Employer

An Employer who has a collective bargaining agreement with AFSCME - District Council 47, AFL-CIO which provides for regular monthly payments to the AFSCME, District Council 47 Legal Services Fund on behalf of the Employees covered by the agreement or any other Employer accepted as a contributor by the Trustees. A Contributing Employer also means the Union or other related entities if they determine to make monthly payments to the Trust to provide Plan benefits to eligible Employees.

Dependent(s)

See Section IV, B of this Plan document.

Domestic Relations

That branch of legal rights and duties that relate to marriage, divorce, separation, annulment, support, custody and visitation rights and obligations of spouses, parents and children, change of name incident to marriage, divorce or adoption, adoption of children whether voluntary or involuntary, rights of spouses and children to be free from abuse by parents or spouse and related matters.

Drafting

Includes initial preparation, review, revision and final preparation of opinion letters, legal documents, pleadings, briefs, memoranda and negotiation letters on behalf of a Member or Dependent in connection with covered services.

Member

A person employed by a Contributing Employer who is eligible for the benefits provided by this Plan. The term Member also applies to employees of AFSCME, District Council 47 and its related entities on whose behalf contributions are submitted to the Fund. Member also



includes retirees, retiring on or after January 1, 1999 who are within 18 months of their retirement with the City of Philadelphia and other Employers.

Out-of-pocket-costs

Costs and expenses related to the provision of legal services including court filing fees, sheriffs fees, subpoena fees, deposition costs, photocopying charges, travel expenses and other expenses incurred in connection with representation which are not paid by the Plan and must be paid by the Member or Dependent.

Plan

The AFSCME District Council 47 Legal Services Plan and any amendments, changes or revisions adopted by the Trustees.

Qualified Attorney

A lawyer approved by the Trustees to provide legal services offered by the Plan for members who are entitled to such services by virtue of a conflict of interest with another Member under the provisions of General Information, ¶ 7. Only such attorneys who are listed as “qualified” by the Plan and approved by the Board of Trustees shall be eligible for reimbursement by the Plan for services to a Member where a conflict of interest arises.

Representation

Actions taken on your behalf by a Plan Attorney.

Spouse

A person to whom a Member is legally married who resides in the same household as the Member.

Union

AFSCME District Council 47, AFL-CIO, or any other name by which the said Union may hereafter be known.



Trustees

Catherine G. Scott, Chairperson

Local 810

Louise Carpino

James F. McGee

Local 2186

Michael J. Walsh

Rita Urwitz

Carol Boardman

Local 2187

Kahim Boles

Jacqueline R. Marshall

Marguerite Morgan

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LEGAL SERVICES FUND

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