

CONNECTICUT LABORERS' LEGAL SERVICES

SUMMARY PLAN DESCRIPTION



APPENDIX A

MAXIMUM SCHEDULE OF BENEFITS APPLICABLE TO NON-STAFF ATTORNEYS
(Subject to Articles VI and VII)

Based on Hourly Rate of \$125.00

COVERAGE	PLAN YEAR MAXIMUM
A Civil Actions	
1. Defendant	\$ 3,225.00
2. Plaintiff	\$ 2,500.00
3. Bankruptcy - Voluntary or Involuntary	\$ 3,225.00
B Criminal Actions	
1. Felony	\$ 6,250.00
2. Misdemeanor, inc. serious MV charges, e.g. DUI	\$ 5,000.00
3. Motor Vehicle Infractions	\$ 1,000.00
4. Juvenile	\$ 3,750.00
C Domestic Relations	
1. Dissolution of Marriage	\$ 6,250.00
2. Custody and/or visitation	\$ 5,000.00
3. Support/Paternity	\$ 2,500.00
4. Guardian ad litem/Attorney for child	\$ 3,750.00
D Document Preparation	\$ 750.00
E Probate	
1. Uncontested	\$ 2,500.00
2. Contested	\$ 5,000.00
F Real Estate	\$ 750.00

Enforce Your Rights

If your claim for a 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 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 or a medical child support 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 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SUMMARY PLAN DESCRIPTION

CONNECTICUT LABORERS' LEGAL SERVICES FUND

{ ADDRESS } 21 New Britain Avenue, Suite 201, Rocky Hill, CT 06067

{ TELEPHONE } 860.563.2891 OR 800.300.9128

{ FACSIMILE } 860.563.2894

BOARD OF TRUSTEES

UNION TRUSTEES

Charles T. LeConche
Connecticut Laborers'
District Council

Jeffrey G. Merrow
Business Manager
Laborers' Local 611

EMPLOYER TRUSTEES

Gregory S. Oneglia
The Associated General
Contractors of Connecticut, Inc.

Donald Shubert
Connecticut Construction
Industries Association, Inc.

PLAN COUNSEL
Reid and Riege, PC

MANAGING ATTORNEY
Michael T. Cronin, Esq.

DEAR PARTICIPANTS:

We are proud to provide you with this valuable benefit which we know many of you have used for assistance during important life events. Our attorneys are always available to help you understand your rights and provide important representation when needed.

In this booklet we summarize the benefits offered by the Connecticut Laborers' Legal Services Fund. While we hope to maintain this benefit program for you, we reserve the right to modify, amend or terminate the plan of benefits in accordance with the agreements under which the Plan has been established and maintained.

This summary plan description is only a summary. The operation of the Plan is governed by the documents setting forth the Plan and the accompanying trust agreement.

Sincerely,

BOARD OF TRUSTEES

12. As a participant in the Connecticut Laborers' Legal Services Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

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 Employee Benefits Security 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 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.

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 benefit or exercising your rights under ERISA.

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8. The names and addresses of the Trustees are:

Charles T. LeConche
Connecticut Laborers
District Council
475 Ledyard Street
Hartford, CT 06114

Gregory S. Oneglia
O & G Industries, Inc.
112 Wall Street
Torrington, CT 06790

Jeffrey G. Merrow
Laborers Union Local No. 611
967 Farmington Avenue
Berlin, CT 06037

Donald Shubert
Connecticut Construction
Industries Association, Inc.
912 Silas Deane Highway
Wethersfield, CT 06109

9. The Plan is maintained pursuant to collective bargaining agreements and that a copy of any such agreement may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries at the Fund Office.

10. The Plan is funded by employer contributions paid pursuant to collective bargaining agreements and earnings from the trust which holds said contributions.

11. The Plan's records are maintained on a calendar year basis.

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10 OTHER IMPORTANT INFORMATION

- 1.** The name of the plan is: Connecticut Laborers' Legal Services Plan.
- 2.** The Plan is a collectively bargained plan and is maintained by a joint board of trustees appointed by the association of employers and the union who have bargained for participation in the Plan. A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries. Participants and beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.
- 3.** The employer identification number assigned by the IRS to the plan sponsor is 06-0681161, and the plan number is 006.
- 4.** The Plan is a welfare benefit plan providing legal services.
- 5.** The Plan is administered by a staff operating under the supervision of the Board of Trustees.
- 6.** The Plan Administrator is located at 21 New Britain Avenue, Rocky Hill, Connecticut 06067 (the "Fund Office"). The telephone number of the Plan Administrator is 860 563 2891.
- 7.** The name of the persons designated as agent for service of process is the Managing Attorney or any of the Trustees of the Fund.

9 MISCELLANEOUS PROVISIONS

- A The services provided for herein are for the sole benefit of eligible employees and their dependents. Such services shall not inure to the benefit of, nor vest in, any other person or entity, public or private, such as a Trustee in bankruptcy, or to any assignees for the benefit of creditors or otherwise. Services provided under the Plan are not assignable.
- B The Plan shall be subrogated to all rights of an eligible employee or dependent to recover attorneys' fees and costs against any person or entity. Employees or dependents shall execute and deliver to the Plan any instruments or papers and do whatever else is necessary to secure rights for the Plan; and they shall do nothing to prejudice such rights.

1 INTRODUCTION

The Connecticut Laborers' Legal Services Plan has been established by the Board of Trustees of the Connecticut Laborers' Legal Services Fund pursuant to collective bargaining agreements between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc., the Connecticut Construction Industries Association, Inc. and the Connecticut Laborers' District Council, to provide participating laborers and their dependents in Connecticut with a full service group legal services plan.

The purpose of the Plan is to protect and advance the legal rights and interests of the participants and their dependents making competent attorneys available to participants who need legal assistance within or without the state; to help participants identify and respond to legal and related problems before they become serious; to keep participants informed of laws which affect them and their families; and to help them to know more about their legal rights and when to seek the advice and assistance of a lawyer.

The Plan especially seeks to promote the education of employees and their dependents as to their legal rights and responsibilities by providing a "preventive law" approach to dealing with legal problems. To achieve this goal, the Plan encourages the frequent consultation of the Plan's lawyers as counselors and advisors. They provide a starting point of the solution to any legal problem or situation.

2 DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern this Plan.

- A ASSOCIATION. The Labor Relations Division, The Associated General Contractors of Connecticut, Inc. or the Connecticut Construction Industries Association, Inc., and the term “Associations” shall mean both such organizations.
- B BOARD OF TRUSTEES. The Board of Trustees of the Connecticut Laborers’ Legal Services Fund.
- C CENTRAL OFFICE. The administrative office located at 21 New Britain Avenue, Suite 201, Rocky Hill, Connecticut 06067.
- D COLLECTIVE BARGAINING AGREEMENT(S). The respective collective bargaining agreements executed by and now in effect between the Associations and the Union and any extensions and renewals thereof requiring various Employers to make contributions to the Fund. Also included are any other collective bargaining agreement in effect, now or hereafter, between any Employer and the Union and/or a Union Local, or both, which requires each Employer to make contributions to the Fund and whereby each Employer agrees to adopt and be bound by this Agreement and Declaration of Trust, and to accept as his representatives on the Board of Trustees such Trustees as are named as Employer Trustees and their successors.
- E COVERED EMPLOYMENT. Means employment for which an Employer is Required to make contributions pursuant to a Collective Bargaining Agreement.

8 REVIEW COMMITTEE

The members of the Board of Trustees shall constitute a Review Committee. If an eligible employee or dependent has a complaint regarding the operation of the Plan, he may bring the complaint to the attention of the Board of Trustees by forwarding a letter by registered or certified mail, postage prepaid, to the Plan office, stating the nature of the complaint.

The Board of Trustees shall consider such complaint and render a decision, in writing, to the employee or dependent.

If the complaining employee or dependent is dissatisfied with the decision of the Board of Trustees, he or she has a right to secure a ruling through the process of arbitration. The Co-Chairmen of the Board of Trustees shall arrange for any such arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator may allocate the costs of the arbitration between the parties on an equitable basis.

participant's right, however, by reason of his indigence or low income level, to legal services provided by either governmental or voluntary agencies shall not preclude his right to obtain services under this Plan.

- H The initiation of any claim or action for personal injury for which the services of an attorney are generally available under a contingent fee arrangement or through insurance coverage.
- I Preparation and filing of federal and state tax returns, except with respect to such returns prepared and filed in relation to Small Estate Administration.
- J Payment of fines or penalties or civil damages, or payment of any bond.
- K Expenses and fees for services performed by a person related to the participant by blood, marriage or adoption or who is a resident of the participant's household.
- L Services relating to any action which has been filed or is pending prior to the Participant becoming eligible for benefits under this Plan.
- M Duplication of services previously claimed and relating to the same cause of action.
- N Actions which, in the judgment of the Managing or Staff Attorney are frivolous or without merit or not covered by the Plan.
- O Appellate matters.
- P Matters, civil or criminal, pertaining to federal law (except bankruptcy) and civil or criminal matters outside the United States.
- Q Coverage for a spouse of a participant with respect to any aspect of the marital relationship including any matter related to an action for separation or divorce.

F DEPENDENT. Any person who is: 1) a spouse of an employee who is not currently a party to a civil action for divorce or separation; 2) an unmarried child of an employee, or stepchild of such employee residing with the employee, who has not attained the age of eighteen or who has reached the age of eighteen but is a full-time high school student and resides with the employee and has not yet reached the age of nineteen; 3) an unmarried child or stepchild beyond age 18 who is incapable of earning a living due to mental or physical handicap and who is dependent upon the employee for support.

H EMPLOYEE. Any person covered by an agreement requiring payments or contributions to the Fund. The term "Employee" shall include disabled employees and retired employees who are or have been covered by collective bargaining agreements between the parties and also shall mean any employee of the Union or any Union Local which is obligated to contribute to the Fund on the same basis and at the same rate as other employers. The term "Employee" also shall mean full-time salaried employees of the Connecticut Laborers' Health and Welfare Fund and the Connecticut Laborers' Pension Fund as to whom the trustees of the respective fund or funds are obligated to contribute to this Fund on the same basis and at the same rate of contributions as other employers.

I EMPLOYER. The term "Employer" includes: (1) Any individual, partnership, corporation or other business entity which employs persons represented by either the Union or a Union Local or both, and which is or hereafter becomes a party to an agreement with either the Union or a Union Local or both, containing provisions requiring said individual, partnership, corporation or other business entity to make contributions to the Fund established under the Agreement and Declaration of Trust entered into between the Associations and the Union dated May 10, 1974, as subsequently amended, and through which said individual, partnership, corporation or other business entity adopts and agrees to be bound by the terms and provisions of said Agreement and Declaration of Trust and any amendments or modifications

thereof. (2) The Union or a Union Local for the purpose of providing benefits hereunder for employees of the Union or the Union Local for whom it is obligated to make contributions to the Fund on the same basis and at the same rate of contributions as other Employers. And, (3) The trustees of the Connecticut Laborers' Health and Welfare Fund and the trustees of the Connecticut Laborers' Pension Fund, acting for their respective fund alone or jointly with the trustees of both of such other fund or funds, for the purpose of providing benefits hereunder for the full-time salaried employees of such fund or funds as to whom the trustees of the respective fund or funds are obligated to contribute to this Fund on the same basis and at the same rate of contributions as other Employers.

J EXPENSES. Actual expenditures made and authorized by the Managing Attorney in connection with legal services rendered to a participant, including expenditures for depositions, appraisals, stenographic fees, printing and copying, long distance toll calls, postage, photographs, facsimile services, witness fees, expert witness fees, marshal fees, court filing fees, medical and scientific examination reports and other test reports, investigative fees and expenses related to necessary investigations.

K FUND. The Connecticut Laborers' Legal Services Fund established under the Agreement and Declaration of Trust dated May 10, 1974, by and between the Connecticut Laborers' District Council and the Labor Relations Division, The Associated General Contractors of Connecticut, Inc., and the Connecticut Construction Industries Association, Inc. as subsequently amended.

L HOURS WORKED IN COVERED EMPLOYMENT. Those hours of employment for which contributions are made in accordance with the Collective Bargaining Agreements.

7 UNAVAILABLE SERVICES

Services shall not be provided regarding the following matters:

- A The initiation of any proceeding against any contributing employer or its officers or agents or against the Union or Union Locals or their officers or agents including claims for workers' compensation.
- B The initiation of any proceeding against any other employer or labor organization in any matter arising under the National Labor Relations Act or the Labor Management Relations Act.
- C The initiation of any proceeding where a labor organization would be prohibited from defraying the costs of legal services by the provisions of the Labor-Management Reporting and Disclosure Act of 1959.
- D The initiation of any proceeding against the Plan or the trustees, employees or agents of the Plan; the initiation of any proceeding against any other joint trust of the Connecticut Laborers' District Council and the Labor Relations Division, the Associated General Contractors of Connecticut, Inc., and the Connecticut Construction Industries Association, Inc., or the trustees, employees or agents of such joint trusts.
- E The initiation of any proceeding which, in the judgment of the Managing or Staff Attorneys (subject to review by the Board of Trustees upon a participant's appeal) may curtail the opportunities for employment of employees under this Plan in the construction industry in the State of Connecticut.
- F Services in connection with any business venture or other matter in which, for Federal income tax purposes, the cost of legal services would normally constitute a business expense or a capital investment.
- G Any legal proceeding in which the participant is entitled to legal representation (or reimbursement for the costs thereof) from any source other than this Plan, whether or not the participant perfects or exercises this right. The

B Notwithstanding the foregoing, services in connection with the following shall be provided only to the extent indicated:

- 1.** In divorce and separation matters, services under the Plan are available only to the eligible employee.
- 2.** Estate administration services will be provided for the participant's estate and only when the proceeds going through probate do not exceed \$500,000.00.
- 3.** In connection with each particular matter in which legal services are provided to a dependent, the employee must consent to the receipt of such services by the dependent where any possibility of a conflict of interest is present.
- 4.** Legal services shall not be provided under this Plan for criminal matters involving Class A or B felonies and unclassified felonies in which the maximum term of imprisonment can exceed 10 years under Connecticut state criminal statutes.
- 5.** Consultation and representation will be provided in small claims court cases, only when the opposing party is represented by an attorney.

C The limitations in paragraph 6(a)(3) of this section shall not be applicable to any proceeding which, in the judgment of the Board of Trustees, may affect the opportunities for employment of employees under this Plan in the construction industry in the State of Connecticut.

M UNION LOCAL. Any labor organization as defined pursuant to the terms of the National Labor Relations Act, as amended, 29 USC Sections 151-160, having a principal office in the State of Connecticut and affiliated with either the Laborers' International Union of North America, AFL-CIO, or the Connecticut Laborers' District Council, or both.

N MANAGING ATTORNEY. A member of the Connecticut Bar employed by the Trustees to perform legal services in accordance with the Plan, to supervise the work of all attorneys and staff, to be responsible for the collection and receipt of contributions, to provide such other services, and to make such expenditures from the Fund as shall be necessary to operate the Plan and to administer benefits of the Plan.

O PARTICIPANT. An employee of a contributing employer who has secured eligibility as herein defined for receipt of benefits provided by the Plan, or any dependent of such person as herein defined.

P PLAN. The Connecticut Laborers' Legal Services Plan.

Q RECORDED HOURS OF EMPLOYMENT. Those hours of employment for which contributions have been made in accordance with the Collective Bargaining Agreements. Eligibility for legal services is based upon hours of employment for which contributions are required to be made in accordance with a Collective Bargaining Agreement, whether or not the contributions have in fact been received by the Fund. However, an employee shall be required to furnish satisfactorily proof of hours worked when 160 hours of contributions have not been received by the Fund.

R STAFF ATTORNEY. A member of the Connecticut Bar employed by the Managing Attorney to provide legal services to participants in accordance with the provisions of the Plan.

S UNION. The Connecticut Laborers' District Council, affiliated with the Laborers' International Union of North America, AFL-CIO.

3 OPERATION OF THE PLAN

The Plan is funded by contributions made by participating employers for hours worked by employees. The Board of Trustees of the Fund employs a Managing Attorney to perform legal services in accordance with the Plan, to supervise the work of all attorneys and staff, to collect and receive contributions, and to provide such other services and to make such expenditures from the Fund as shall be necessary to operate the Plan, subject to the direction and control of the Board of Trustees and subject to the Agreement and Declaration of Trust establishing the Fund and any amendments thereto.

The Board of Trustees is authorized to alter, amend, expand, limit, curtail, or terminate the Plan at any time, to the extent provided for in the Agreement and Declaration of Trust establishing the Fund. However, changes in the Plan shall be prospective in effect only and shall not deprive a participant of services to which he or she was entitled in connection with any matter pending at the time of the change.

STAFF ATTORNEYS

Within Connecticut, legal services are provided to all participants by Staff Attorneys, unless private counsel is deemed necessary or appropriate by the Managing Attorney.

The Plan operates a toll free telephone service (including twenty-four hour emergency service) enabling participants to call a Staff Attorney for legal advice or assistance at no cost to the participant for such legal services. Many legal problems may be resolved with a telephone conference between the participant and his or her attorney, but each of our Staff Attorneys are available to meet with you at mutually convenient times.

The Staff Attorneys provide legal services in or from the Plan's offices and will travel throughout the state as may from time to time be appropriate to provide legal services to participants.

6 SERVICES AVAILABLE

A Subject to the limitations set forth herein, the following services shall be provided by the Plan to eligible employees and dependents without any fee or charge:

1. Legal advice and consultation. By way of example, advice and consultation will be provided in connection with preparation of wills; consumer problems (including credit problems); real estate transactions; family law and criminal matters.
2. Document preparation (including legal services leading up to, incidental to, or arising out of the preparation of such documents or the transactions to which they relate.)
3. Legal services (including necessary investigative services) in any litigation, civil, or criminal, or administrative proceeding, including costs and expenses incurred in connection with the provision of such services. By way of example, legal services will be provided in connection with: motor vehicle violations; consumer problems (including personal bankruptcy issues); real estate transactions (including home foreclosure); and family matters. In all matters which involve legal representation beyond advice and consultation, each covered family shall be entitled to up to eighty (80) hours of legal services in connection with up to five (5) matters of proceedings during each year of operation of the Plan. Upon exhaustion of eighty (80) hours of services, representation in any pending matter or proceeding shall be continued to its conclusion.

5 TERMINATION OF BENEFITS

- A** Eligibility for services will cease as of the first day of the calendar month following the period of ten consecutive calendar months in which the employee was not actively employed in covered employment for at least 160 hours by one or more contributing employers.
- B** An employee who ceases to be actively employed because of a disability due to an accident or disease shall remain eligible during such period of unemployment because of such disability, up to two years from the date the employee last worked for any such contributing employer. On the employee's return to work, this period of disability will be omitted in computations of new eligibility.
- C** A widow, widower or child of a deceased eligible employee shall continue to be eligible until such time as the employee's eligibility would have terminated under Section 5a above if such employee were still living, except as to matters arising out of the employee's death where the individuals shall be considered eligible until the matters are concluded.
- D** In the event eligibility for services ceases during the pendency of any active matter, the Plan will continue to provide services until the conclusion of the matter, subject to the limitations set forth in Article 6A2, below.

The attorneys' services are provided in accordance with the professional and ethical standards required of lawyers in Connecticut. In providing legal services, the attorneys must follow the rules of the Plan, but shall receive no further instructions, direction, or interference from the Trustees. The Plan attorney's obligations and relationship as attorney are exclusively with his or her client. The confidentiality of the attorney-client relationship are maintained in accordance with applicable canons of ethics. They will refuse to provide services in any matter they believe to be without merit, frivolous or not covered by the Plan.

NON-STAFF ATTORNEYS

In certain situations it may be necessary or appropriate for Non-Staff Attorneys to provide legal services to Participants.

Examples of situations where the Managing Attorney has discretion to recommend or authorize the use of a Non-Staff Attorney are as follows:

- 1.** Situations in which legal services are required outside the State of Connecticut.
- 2.** Situations which require a legal specialist.
- 3.** Situations in which the interests of one covered Participant are adverse to those of another Participant.
- 4.** Situations in which it is otherwise considered more appropriate or feasible for a Non-Staff Attorney to represent the Participant.

In cases where the Managing Attorney considers it appropriate for a participant to use the services of a Non-Staff Attorney, the participant will be free to use any attorney of their choosing; however, reimbursement of counsel fees and other legal expenses is limited to the hourly rates and maximum hours as established by the Trustees.

4 ELIGIBILITY

A PARTICIPANTS

1. CONSULTATIVE SERVICES

Any employee actively employed by an employer participating in and contributing to the Fund shall be eligible to receive consultative service by a Staff Attorney. An employee shall be deemed to be actively employed if such employee has accumulated 80 hours of covered employment with one or more contributing employers in the three full months preceding the month in which the employee seeks consultative services. An employee or participant shall be required to furnish satisfactory proof of hours worked in covered employment when 80 hours of contributions have not been received by the Fund.

2. OTHER SERVICES

Any employee actively employed by an employer participating in and contributing to the Fund shall initially be eligible to seek and receive any and all legal and related services provided under the Plan at any time during the month following the month in which the employee accumulates 160 hours of covered employment with one or more contributing employers, provided that such hours must be accumulated in a ten month consecutive calendar period prior to the month (and including hours worked to the date) in which services are requested. An employee shall continue to be eligible to seek and receive legal services for subsequent calendar months, provided the employee has accumulated at least 160 hours of covered employment with one or more employers contributing to the Fund during the ten consecutive calendar months preceding the month in which the employee seeks such services. An employee or participant shall be required to furnish satisfactory proof of hours worked in covered employment when 160 hours of contributions have not been received by the Fund.

B DEPENDENTS

1. Except as specifically limited by this Plan, Dependents shall be eligible to receive the services provided under the Plan, to the same extent and for as long as the employee continues to be eligible.

2. Coverage for an unmarried child beyond age eighteen who is incapable of earning a living because of mental or physical handicap and is chiefly dependent on the Employee for support can be continued for the duration of the incapacity, provided it does not terminate for any other reason, including termination of the employee's coverage. Proof of incapacity must be furnished to the Plan within 31 days after the child attains age eighteen and must be furnished thereafter as required.