



Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund



General
Contractors'
Association
of toronto



Plan Information
(updated April 18, 2023)

Eligibility

Plan Members of the Labourers' Union Local 506 Members' Benefit Trust Fund are entitled to benefit coverage under the Labourers' International Union of North America Group Legal and Paid Leave Benefit Trust Fund if they are:

- employed by a contributing employer and contributions have been submitted on their behalf to the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund.
- employed by a contributing employer and are eligible for benefit coverage under the Labourer's Union Local 506 Members' Benefit Trust Fund plan of benefits.
- currently eligible for benefit coverage under the Labourers' Union Local 506 Members' Benefit Trust Fund.
- Plan Members who worked for a contributing employer and are paying direct to maintain their benefits. Subject to the limitations on self pay.
- Retirees who worked for a contributing employer and are now eligible in the Labourers' Union Local 506 Members' Benefit Trust Fund. If employed within the industrial sector please refer to your collective agreement for clarification or call the LiUNAcare Local 506 Benefit Office.

Termination of Coverage

Your Group Legal benefits will terminate on the same date that the plan member ceases to be eligible for benefits in the Labourers' Union Local 506 Members' Benefit Trust Fund plan of benefits. Legal services which commence following this date will be ineligible for coverage. Legal services commencing following that date will be ineligible for reimbursement.

Referrals and Claims Procedures

All Plan Members covered under the program are entitled to use any lawyer of their own choice. To submit a claim under the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund, Plan Members should obtain a claim form from the LiUNAcare Local 506 Benefit Office. This form must be completed by the lawyer or law firm providing the services. The schedule of fees which is set out in this booklet are the maximum amounts payable by the plan for the services described herein. It is recommended that when a member engages a lawyer or law firm, that the member show the booklet to the lawyer in order that the lawyer or law firm providing the service will be familiar with the maximum amounts payable for legal services by the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund.

Plan Maximums

The maximum benefit that a Plan member shall receive inclusive of their eligible dependents shall not exceed \$4,500 of legal service in a calendar year.

Legal Services in Excess of Plan Maximum

In the event that legal services are to be provided by a law firm which is under contract to the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund as a service provider, and where the legal cost will exceed the maximum amount payable by the Plan, then such law firm shall to the best of their ability inform the Plan Member of the additional legal costs which are to be paid by the Plan Member prior to commencing the service.

Claim Information

The Fund will pay for legal services only. All additional charges beyond the maximum payable by the Plan or for non-legal services and/or disbursements or taxes are the responsibility of the Plan Member. For those services which are provided by the Plan on an hourly basis, the Board of Trustees have established an hourly rate of reimbursement of \$100 per hour.

Group Legal benefits are a taxable benefit and Plan Members will receive a T4A for contributions made to the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund on their behalf.

A - Real Estate

A Plan Member and the dependent spouse shall be entitled to legal services in connection with the Plan Member's principal family residence. Legal services include a purchase or sale of a family dwelling, purchase of a lot on which to build a family dwelling (building permit must be issued within 1 year) and the purchase or sale of a vacation property. Also covered under the Plan insofar as they relate to the Plan Member's principal family residence is the transfer of title, arrangement of new or renewal of mortgage, mortgage incidental to purchase and discharge of mortgage. The required transfer of title on a property is included in the maximum amount of \$850 payable for purchase and sale claims. Code "A6 Mortgage New or Renewal" is only payable for mortgages unrelated to a purchase.

Legal services provided in connection with commercial or income producing properties is not covered under the Plan.

Ensure the completion of the real estate section on the bottom of the claim form when claiming for a purchase or sale of the Plan Member's principal family residence.

Codes	Maximum Amount
A1 Purchase of Family Dwelling	\$850
A2 Sale of Family Dwelling	\$850
A3 Purchase Lot for Family Dwelling	\$850
A4 Purchase/Sale Vacation Property	\$850

Codes	Maximum Amount
A5 Transfer of Title	\$300
A6 Mortgage New or Renewal	\$400
A7 Mortgage Incidental to Purchase	\$200
A8 Discharge of Mortgage	\$150

NOTE: Plan maximums include 1 purchase, 1 sale, 1 transfer of title, 1 mortgage new or renewal or mortgage incidental to purchase and 2 discharges of mortgages in any 12 month period. Benefits relating to a vacation or recreational property are limited to a lifetime Plan maximum of 1 per Plan Member. Mortgage services provided by a financial institution must clearly identify the amount of the legal fee included in the administration fee. If the required information is not provided, a formula will be used to determine the legal portion of the fees charged in order to reimburse the Plan Member. Survivorship applications will be paid under code "A5 Transfer of Title". Title insurance, title examining counsel fees, property appraisals, mortgage and land registration fees are not covered under the Plan.

B - Divorce and Domestic Proceedings

A Plan Member and the dependent spouse shall be entitled to representation in connection with any matrimonial or divorce proceedings. Representation includes the preparation of a separation agreement, filing a petition of divorce or separation, establishing the custody and access of children, support payments, the equitable distribution of property and all other proceedings relating to the dissolution of the relationship.

Reimbursement of the legal expense associated with an initial consultation for a family matter is also covered under the Plan, see section "C". Ensure that the statement of account from the service provider clearly indicates the date and fee charged for the consultation.

If proceedings are non-contested, it is recommended that independent counsel be sought.

Cheques for legal services provided to a Plan Member's dependent spouse will be mailed directly to the spouse or the lawyer as elected on the claim form for Divorce Spouse, Property and Custody Support Spouse and Separation Agreement Spouse claims.

Please ensure that the spouse's mailing address and phone number are provided in the allocated space on the claim form.

Codes	Maximum Amount
B1 Divorce Member	\$700
B2 Divorce Spouse	\$700
B3 Property and Custody Support Member	\$700
B4 Property and Custody Support Spouse	\$700
B5 Separation Agreement Member	\$700

Codes	Maximum Amount
B6 Separation Agreement Spouse	\$700
B7 Modification of Separation Agreement	\$300
B8 Adoption (Private)	\$500
B9 Guardianship	\$400
B10 Change of Name	\$250
B11 Birth Certificate Assistance	\$200
B12 Post or Pre-nuptual Agreement	\$500

NOTE: The statement of account from the service provider must clearly specify the matter and provide a description of services. The block fees set out herein are payable only for services provided and are not accumulative. When a lawyer prepares a Separation Agreement, you would be entitled to a reimbursement up to \$700. You would not be entitled to claim for Property and Custody Support when issues of property, custody, access or support are outlined in the Separation Agreement. Mediation is not a covered service under the Plan.

C - Preventive Law

Plan Members and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature. It is essential that the statement of account from the service provider clearly indicates the date and fee charged for the initial consultation.

Codes	Maximum Amount
C1 Preventive Law (Including Telephone Consultations)	\$400

D - Non-Complex Legal Documents

Legal documents which are not deemed to be exceedingly complex will be prepared for Plan Members and their eligible dependents.

Codes	Maximum Amount
D1 Power of Attorney - Personal Care	\$50
D2 Power of Attorney - Property	\$50
D3 Deeds	\$100
D4 Simple Contracts	\$200
D5 Tenant Leases (Residential)	\$150
D6 Notarized Affidavits or Documents	\$25
D7 Other Legal Documents	\$200

E - Wills

A Plan Member and the dependent spouse shall be entitled to have prepared what is commonly regarded as a simple will which does not include the creation of any trust or other estate. A Plan Member and the dependent spouse shall also be entitled to the periodic review and amendment of all testamentary instruments. Preparation of a simple will, revision of a will or preparation of a codicil is limited to 1 service in any 12 month period. Generally, powers of attorney are prepared in conjunction with wills. See section "D". Probation of a will is not a covered service under the Plan.

Codes	Maximum Amount
E1 Simple Will Member	\$400
E2 Simple Will Spouse	\$400
E3 Revised Will or Codicil Member	\$150
E4 Revised Will or Codicil Spouse	\$150

F - Landlord and Tenant Matters

Plan Members and their eligible dependents, as tenants, shall be represented in connection with any claims, disputes or controversies arising out of a lessor-lessee relationship in respect to their dwelling. Representation for matters before the Landlord and Tenant Board will be paid under this section. Proceedings in which the Plan Member or an eligible dependent is the landlord is not a covered benefit under the Plan.

Codes	Maximum Amount
F1 Leases/Tenancy	\$500

G - Consumer and Personal Property Law

Plan Members and their eligible dependents shall be entitled to legal representation in connection with any claim against a manufacturer, distributor or retailer for defects in any merchandise, article or service or in a recovery on any warranty given in connection with the sale of merchandise, article or service, where such claim is in excess of \$100. The Plan shall not be obliged to litigate under code H2 on any claim unless the dollar value exceeds \$300 and proceedings brought before the small claims court will be paid under G7.

Codes	Maximum Amount
G1 Contracts/Warranty	\$400
G2 Consumer Protection Act	\$400
G3 Bankruptcy (Personal)	\$500
G4 Garnishment of Wages	\$300
G5 Tax Advice	\$250
G6 Liens (Personal)	\$250

Codes	Maximum Amount
G7 Small Claims Court	\$500

NOTE: The fees of a Trustee in Bankruptcy are covered up to the maximum allowed by the Plan for personal bankruptcy (i.e. voluntary petition, not involving a business). The bankrupt must be discharged prior to submitting the claim. A Form 13 Trustee's Final Statement of Receipts and Disbursements must be submitted. Consumer proposals are not a covered service under the Plan.

While tax advice is covered, preparation of tax returns are excluded from coverage under the Plan.

H - Civil Litigation Defendant

Plan Members and their eligible dependents shall be represented in connection with any civil action or civil administrative proceeding in which the Plan Member or dependent is named as a defendant or respondent. The Plan shall be under no duty to provide legal representation to a Plan Member or eligible dependents where representation is provided for under statutory programs.

Plan Members shall be required to pay any disbursements in connection with such defensive litigation including the costs of discovery and witness fees.

H - Civil Litigation Plaintiff (Plan Member Only)

Only the Plan Member shall be represented in connection with the filing of a civil or administrative action for and on behalf of the Plan Member in connection with any material injury to person or property for the deprivation or injury of any constitutionally or statutorily guaranteed right, any right conferred at common law or for the adjustment of any grievance both recognizable and actionable in either law or equity.

No representation shall be available under this item for any action that is deemed to be either non meritorious, calculated to be vexatious only, of a non-material or of a non-consequential nature or would be contrary to public policy.

In the event that any damages are recovered or some form of monetary claim effected, the first \$4,000 excluding damages for property replacement and/or medical expenses of any such recovery shall be free of any assessment by the Plan for legal costs expended on the Plan Member's behalf. If the monetary settlement is in excess of the \$4,000, the Plan Member is not entitled to reimbursement under the Plan. The Plan shall be entitled to recover any legal costs expended on behalf of the Plan

Member from costs awarded by the court and from any monetary settlement in excess of \$4,000. Please see the exclusions to the Plan on the back of this pamphlet.

Proceedings in the small claims court are not reimbursable under this section.

Codes	Maximum Amount
H1 Defendant	\$3,000

Codes	Maximum Amount
H2 Plaintiff Representation	\$3,000

NOTE: Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

I - Government Programs and Assistance

A Plan Member and the dependent spouse shall be entitled to legal representation on behalf of themselves or their eligible dependents in any matter requiring legal assistance arising out of disputes or appeals with Social Assistance or Employment Insurance.

A Plan Member and the dependent spouse shall be entitled to legal representation in matters of immigration into or out of Canada on behalf of themselves or their dependents, or on behalf of a relative who the Plan Member or spouse directly sponsored into Canada.

Services provided by Immigration Consultants are not covered under the Plan.

Codes	Maximum Amount
I1 Social Assistance	\$150
I2 Employment Insurance Commission	\$150
I3 Immigration Member	\$600
I4 Immigration Spouse	\$600

J - Insurance Related Matters

Plan Members and their eligible dependents shall be represented in connection with any claim against the insurer (except for benefits provided by the Labourers' Union Local 506 Members' Benefit Trust Fund or benefits provided by a contributing employer to the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund) by reason of failure to provide or pay the benefits as contracted for or to render advice in the interpretation of any policy provision.

In the event it is necessary to litigate any claim against an insurance carrier, the conditions set forth in item "H" herein-before shall apply.

Codes	Maximum Amount
J1 Accident and Health	\$300
J2 Life and Annuity	\$300
J3 Fire and Homeowners	\$300
J4 Casualty	\$300
J5 Automobile Liability	\$300
J6 Marine	\$300
J7 Other	\$300

K - Automobile Related Matters

Plan Members and their eligible dependents shall be entitled to legal representation in connection with automobile related incidents.

Litigation under this item is subject to the limitations set forth in item "H".

Codes	Maximum Amount
K1 Civil Actions (Re: Auto Accident)	\$500
K2 Damage and Personal Injury	\$500
K3 Uninsured Motorist	\$400

L - Criminal Matters

Plan Members and their eligible dependents shall be entitled to limited legal representation when charged under Provincial or Federal Statutes for summary conviction, indictable and hybrid offences.

The Plan will only allow reimbursement up to the maximum amount indicated for representation on all charges arising out of a single incident. In the event that multiple charges are laid under the Criminal Code of Canada on a single occasion but arising out of separate incidents, the Plan will only allow reimbursement up to the maximum amount indicated.

Reimbursement of the legal expense associated with an initial consultation for charges under the Criminal Code of Canada is also covered under the Plan. Ensure that the statement of account from the lawyer providing legal advice clearly indicates the date and fee charged for the service. See section "C".

Codes	Maximum Amount
L1 Highway Traffic Act	\$400
L2 Provincial Offences Act or Offences under Municipal Bylaws	\$500
L3 Criminal Codes of Canada	\$850
L4 Record Suspension (Pardon)	\$400

NOTE: The Plan covers the legal cost for services provided for the processing of an application for a record suspension (formerly known as a pardon). Federal government processing fees, electronic fingerprinting, local police records check and U.S. entry waivers are excluded from coverage under the Plan.

Representation for driving while impaired or driving over 0.8 mg is limited to 1 charge in a calendar year and a lifetime maximum of 2 charges. Parking violations and fines are excluded from coverage under the Plan.

Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

M - Appeals

Plan Members and their eligible dependents shall be entitled to legal representation on appeals. The Plan shall pay a maximum of 50% of the legal fees up to \$1,000 on an appeal. Appeals are limited to one appeal per court decision or any conviction arising out of the same incident or charge.

Codes	Maximum Amount
M1 Appeals	50% to \$1,000

N - Jury Duty/Parental Leave/Bereavement

Plan Members who are called to perform Jury duty, Jury selection, Parental Leave or Bereavement shall be entitled to payment of lost earnings up to \$200 per day when absent from work less any fee received from the court. The benefit is not payable on weekends and periods of unemployment.

Jury duty, Parental Leave or Bereavement claim forms may be obtained from the Administrator or the Union Office and completed by the Plan Member and the employer. Completed jury duty claim forms must be accompanied by proof of attendance outlining the days attended, proof of the per diem allowance paid by the court or the Sheriff's letter and then submitted to the Administrator.

Completed Parental Leave/Bereavement claim forms must be accompanied by a photocopy of a birth/death certificate or temporary health card and a letter from the employer on company letterhead confirming last day of work prior to the birth/ death and the days absent from work.

Codes	Maximum Amount
N1 Jury Duty (Maximum 100 days)	\$200/Day
N2 Parental Leave (Max. 3 Consecutive Days)	\$200/day
N3 Bereavement Pay (Max. 3 days within a 10-day period from date of death)	\$200/day

O - Maximum Representation

The maximum representation that a Plan Member shall receive inclusive of their eligible dependents shall not exceed \$4,500 of legal service in a calendar year.

P - Exclusions

The following services are excluded from coverage under the plan.

- Disbursements, court costs, filing fees, land transfer taxes, registration fees, including mortgage registration fees, H.S.T. or G.S.T.
- Title searches and survey fees.
- Fines and penalties, whether civil or criminal.
- Any judgment for damages including judicially awarded costs.
- Any proceedings or dispute involving an Employer or their offices, agents, representatives or employees.
- Any proceedings or dispute involving the Union, its officers, agents, representatives or employees.

- Any proceedings, including Appeals, arising under the Ontario Labour Relations Act or any other statute that relates to labour relations or terms and conditions of employment, including but not limited to W.S.I.B. Employment Insurance, the Occupational Health and Safety Act or the Ontario Human Rights Code in matters involving an Employer.
- Any dispute involving the Plan, the Plan of Benefits or any other Plan or Trust provided by a Contributing Employer to this Plan of Benefits or LiUNA Local 506.
- Matters involving election to any public office.
- Non-personal legal services (e.g. business related services).
- Any controversy between a Member and their Spouse or any of their dependents apart from divorce, separation or annulment.
- No service shall be provided that will violate Public or Statutory Law.
- Any case in which defense or other legal representations is provided through insurance or other indemnification.
- Action instituted prior to becoming a Plan Member or civil actions requested to file arising out of pre-existing conditions. Exceptions may be waived by the Board of Trustees.
- Class actions or interventions or amicus curiae filings in any suite or controversy among other parties not involving the immediate and direct interest of a Plan Member.
- Any case in which defense or other legal representation is provided through any government agency, which will represent a Plan Member without charge.
- Any representation required by reason of any acts committed or acts which a Plan Member omitted to perform giving rise to tort, negligence, or criminal claims, or charges, which acts of omission occurred prior to a Plan Member joining the Plan.
- Court appearance in connection with small claims involving an amount less than \$300.
- Services rendered by a registered Paralegal except for services rendered with respect to offences under the Highway Traffic Act.
- Stale dated claims which were incurred over 24 months prior to their submission.

Q - Definitions

“Benefits” means payment of a monetary sum to or on behalf of a Plan Member for legal fees incurred by the Plan Member or their eligible dependents.

“Covered Individual” means a Plan Member, his or her spouse and eligible dependents.

“Dependents” means any person with the following relationship to the Plan Member:

- Plan Member's unmarried children (including adopted and/or step children) under 21 years of age who are wholly dependent on the Plan Member for support;
- Plan Member's unmarried children (including adopted and/or step children) up to age 25 who are full time students at a University or similar educational institution and depend wholly on the Plan Member for support.

“Legal Services” means representation or advice from a qualified legal practitioner with respect to those matters listed in the Schedule of Benefits.

Q - Definitions (cont'd)

“Plan Member” means a member in good standing with Labourers' Union Local 506 Members' Benefit Trust Fund who is employed by a Contributing Employer and who is eligible to receive benefits under the Plan.

“Plan” means Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund.

“Spouse” means: (i) a person married to the Plan Member; (ii) or a person of the same or opposite sex who has cohabited with the Plan Member continuously for a period of not less than 1 year; but does not include spouses who are divorced or separated with no reasonable prospect of resuming cohabitation.

“Trust Agreement” means the Agreement between the Employers and the Union pursuant to which the Trust Fund was established.

“Trust Fund” means the Labourers' International Union of North America Local 506 Group Legal and Paid Leave Benefit Trust Fund established pursuant to the Trust Agreement.

Capitalized terms used in the Group Legal Plan but not defined above shall have the meanings given to those terms in the Trust Agreement.

R - Law Society Referral Service

Plan Members and their dependents are entitled to the use of a service provider of their own choice. Alternatively, Law Society Referral Service connects residents of Ontario looking for legal assistance with a lawyer or paralegal who practices in the area of law required. The service will help find a legal professional who will help you determine your rights, options and to meet a specific requirement, such as communicating in a certain language. To access the service please visit:

www.lawsocietyreferralservice.ca

Licensed Paralegal Coverage

Legal services provided by a licensed paralegal are covered for the following;

- Litigation in Small Claims Court
- Offences under the Provincial Offences Act and Highway Traffic Act
- Minor Criminal Charges in Ontario Court of Justice
- Hearings Before the Immigration and Refugee Board
- Matters before Tribunals

S - Important Information for Service Providers

In order to assist in the efficient processing of a Group Legal claim it is crucial that the supporting documentation be submitted. For your benefit we reiterate the importance of the itemized statement of account on legal letterhead detailing the services rendered and the legal fees separate from the disbursements and taxes. Please indicate the name of the client(s) and the amount charged for each service. Non-legal fees, fees in excess of the Plan maximum and fees of members who are ineligible for coverage are the responsibility of the Plan Member.

S - Important Information for Service Providers (cont'd)

Attention must be paid to provide us with a clear description of the services rendered. For instance, Real Estate Matters often include the preparation of a mortgage and discharge but rarely is it itemized on the statement of account and while the closing date further facilitates processing, it is on rare occasion provided. Survivorship applications will be paid under code "A5 Transfer of Title". Title insurance, title examining counsel fees, property appraisals, mortgage and land registration fees, property appraisals, mortgage and land registration fees are not covered under the Plan.

Statements of account relating to Divorce and Domestic proceedings must clearly specify the family matter and provide a description of services. The block fees set out herein are payable only for services provided and are not accumulative. When a lawyer prepares a separation agreement the claim may be reimbursed up to \$700. The Plan Member would not be entitled to claim for code "B3 Property and Custody Support Member" when issues of property, custody, access or support are outlined in the separation agreement.

Plan Members and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature. When a consultation takes place regarding family or criminal matters it is important that the Consultation be identified on the statement of account so as to allow for the Plan Member to receive an additional benefit. Failure to provide the information could result in a delay in the processing of the claim.

Reimbursement for Bankruptcy requires the submission of a Form 13-Trustee's Final Statement of Receipts and Disbursements.

Highway Traffic Act claims must be accompanied by a copy of the traffic ticket, summons, or a notice of trial where the date of offence will determine the eligibility for reimbursement.

The Plan Member must be eligible for benefit coverage on the date of service (or offence for Highway Traffic Act matters) and claims must be submitted within 24 months of that date.

Maximum representation shall not exceed \$4,500 of legal service in a calendar year. The maximum amounts set out under each section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete. Charges beyond the maximum payable by the Plan or for non-legal services such as disbursement, taxes, registration fees, property appraisals, fines, title insurance, administration fees or court costs are the responsibility of the Plan Member.

The final determination of any claims, question or problem that may arise will be governed by the Trust Agreement and the current Schedule of Benefits. The Plan provides coverage for legal expenses up to the maximum which has been approved by the Board of Trustees and specifically, for those services described in this benefit booklet.

All claims are subject to the rules and exclusions applicable to the Plan of Benefits in section "P".



Location

3750 Chesswood Drive - Suite 1
Toronto, ON M3J 2W6



Phone

P - 416-506-8841
F - 416-506-8833



Email

info@liunacare506.com



Website

www.liunacare506.com