

# **LiUNA!625**



## **SUPPLEMENTARY BENEFIT BOOKLET**

**JUNE 2015**



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**THE LABOURERS' LOCAL 625  
GROUP LEGAL BENEFIT TRUST**

**SECTION 1 – PLAN INTRODUCTION LETTER**

**To All Eligible Plan Members:**

The Board of Trustees are pleased to provide you with a description of the Legal benefits provided by the Fund, effective June 1, 2007 and amended January 1, 2010.

The booklet provides a complete description of the legal benefits to which you and your eligible dependents are entitled, the rule governing the eligibility for the benefits and the procedures that you should follow when making a claim.

Be sure to read this booklet carefully so you will be acquainted with the various legal benefit provisions. This Group Legal Program is designed to provide legal assistance to you and your family. It is important that you understand the provisions of the Plan. The Plan will not cover all your legal expenses and will only cover those legal services provided for in this booklet. The final determination of any claim, question or problem that may arise will be governed the Trust Agreement and the Current Schedule of Benefits which have been approved by the Board of Trustees. These documents are available for examination at the Fund Office.

**NOTE:** Claim forms may be obtained from the Union Office. They must be completed in its entirety by the Plan Member and submitted to the Administrator along with an **ITEMIZED STATEMENT OF ACCOUNT** on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the Lawyer or Law Firm providing the legal services. Services provided by a registered paralegal are covered for M1 Highway Traffic Act Matters only.

All claims must be submitted within 24 months of the date of service or the date of offence for H.T.A. Matters.

Should you have any questions regarding your benefits, do not hesitate to contact the Administrator's office.

Sincerely,

Board of Trustees

## **SECTION 2 – ELIGIBILITY**

Plan members of the L.I.U.N.A. Ontario Participating Locals (1981) Benefit Trust who are employed by contributing employers and on whose behalf contributions to the Group Legal Benefit Plan have been received, and who are currently eligible for benefit coverage under L.I.U.N.A. Ontario Participating Locals (1981) Benefit Trust shall be entitled to benefit coverage in the Group Legal Program. Members and their eligible dependents, shall continue to be eligible for legal benefits as long as they remain eligible for benefits in the Health & Welfare Benefit Plan.

Group Legal Benefit coverage is not provided for Plan Members whose Health & Welfare benefits are extended by Pay Direct.

### **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 Health and Welfare Benefit Plan. Legal services which commence following this date will be ineligible for coverage.

### **Referrals and Claims Procedures**

The Plan member should obtain a claim form from the Local Union office. This form must be completed by the Plan Member and submitted with the ITEMIZED STATEMENT

OF ACCOUNT on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the lawyer or law firm providing the services. If an initial consultation is provided, the same is required, clearly indicating the date of service and fee charged in connection with the initial consultation. 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 members uses a lawyer, 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 Fund.

**NOTE:** The Fund will pay for legal services only. All additional charges beyond the maximum payable by the Plan or for non-legal services, disbursements, taxes, and administration or filing fees 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 \$150.00 per hour for claims incurred on or after January 1, 2010.

Group Legal benefits are a taxable benefit and Plan Members will receive a T4A for contributions made to the Fund on their behalf.

All claims should be sent to:

GreenShield Canada  
Professional Services  
P.O. Box 1699  
Windsor, ON N9A 7G6

**ALONG WITH A COMPLETED CLAIM FORM  
AND AN ITEMIZED STATEMENT OF ACCOUNT  
ON LEGAL LETTERHEAD INDICATING THE**

**SERVICES PROVIDED, LEGAL FEES PAID EXCLUDING DISBURSEMENTS AND TAXES FROM THE LAWYER OR LAW FIRM PROVIDING THE LEGAL SERVICES. ALL CLAIMS MUST BE SUBMITTED WITHIN 24 MONTHS OF THE DATE OF SERVICE OR THE DATE OF OFFENCE FOR HIGHWAY TRAFFIC ACT MATTERS.**

**Changes and/or Discontinuation of the Plan:**

The Trustees may at any time amend, modify or suspend the Plan.

**SECTION 3 – SCHEDULE OF BENEFITS**

The following is a schedule of benefits for claims for legal services incurred on or after January 1, 2010 which are covered by the Group Legal Plan and the maximum amounts payable for each service.

Unless otherwise stated, all Plan maximums are based on a calendar year. The maximum amount set out in this schedule is the maximum amount payable for each service, notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete.

**“A” – REAL ESTATE**

A Plan member and/or their dependent spouse shall be provided with legal assistance in connection with the sale or purchase of a family dwelling which is the Plan Member’s principal residence, and which shall be used by the Plan member’s family as a dwelling place; the purchase of a lot on which to build a family dwelling (provided a building permit is issued with 1 year) and the purchase of a vacation property. Assistance in the arrangement of new or renewal



of mortgage is also covered under the plan insofar as they relate to the principal family residence. A Plan member and/or their dependent spouse shall not be entitled to assistance in connection with commercial or income producing property. Maximums include 1 sale, 1 purchase, 1 mortgage incidental to purchase or 1 new or renewal of mortgage in any 12 month period. Benefits relating to the sale, purchase, mortgage (new or renewal), mortgage incidental to purchase or discharge of mortgage on a vacation or recreational property are limited to a lifetime maximum of 1 per Plan member.

<b>Codes</b>		<b>Maximum Amount</b>
A1	Purchase Family Dwelling	\$450
A2	Sale Family Dwelling	\$450
A3	Purchase Lot for Family Dwelling	\$450
A4	Purchase Vacation Property	\$450
A5	Transfer of Title	\$250
A6	Mortgage New or Renewal	\$300
A7	Mortgage incidental to Purchase	\$200
A8	Discharge of Mortgage	\$150

The maximum block fees payable for the “Purchase or Sale of a family dwelling” A1 & A2 \$450 are inclusive of the required Transfer of Title on the property. Code A6 Mortgage new or Renewal is only payable for mortgages unrelated to purchase. Mortgage services provided through a banking facility, trust company or mortgage company must identify the amount of the legal fee included in their administration fee or disbursements in order for the Plan Member to be eligible for benefits. 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 applications will be paid under Code A5 Transfer of Title and allowed up to a maximum amount of \$250.

## **“B” – DIVORCE AND DOMESTIC PROCEEDINGS**

The Plan Member and the Spouse of the Plan Member (ie, the Spouse of the Plan Member in respect of whom the contributions are being made for coverage under their Plan) shall be entitled to representation in connection with any matrimonial or divorce proceedings. Representation of the Plan Member and Spouse shall include preparation of separation agreement, filing a petition of divorce or separation and all other acts necessary for terminating the relationship, establishing the custody of children and effecting an equitable distribution of property. If proceedings are non0contested the Spouse of the Plan member will be encouraged to seek the advice and consultation of independent counsel. In the event of a contested divorce where the services exceed the limit of the Plan, the Law firm may assess a separate fee upon prior mutual agreement of the parties and the Plan will only be responsible for the maximum allowable amounts as set out herein.

Cheques for legal services for a Plan Member’s dependent spouse in divorce or separation matters will be mailed directly to the dependent spouse or the dependent spouse’s lawyer. Please ensure that the required address is submitted.

Under this item each Plan Member, or Dependent as the case may be, shall be entitled to representation in respect of the following:

Divorce

Property and Custody Support

Separation Agreements

Modifications

Adoption Guardianship

Change of Name

Birth Certificate Assistance

<b>Codes</b>		<b>Maximum Amount</b>
B1	Divorce Member	\$600
B2	Divorce Spouse	\$600
B3	Property and Custody Support Member	\$600
B4	Property and Custody Support Spouse	\$600
B5	Separation Agreement Member	\$600
B6	Separation Agreement Spouse	\$600
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-nuptial Agreement	\$500

**NOTE:** The block fees set out herein are payable only for services provided and are not accumulative. Eg. If your lawyers prepares a separation agreement you would only be entitled to a maximum of \$600.

You would not be entitled to claim for property and custody support notwithstanding, the fact that issues of property and custody are set out in the separation agreement.

The maximum amounts set out in this section are the maximum amounts payable for each service notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete. If a request for reimbursement

pertaining to consultation in connection with family matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer’s hourly rate.

**“C” – PREVENTATIVE LAW**

Each Plan Member 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.

<b>Codes</b>	<b>Maximum Amount</b>
C1 Preventive Law	\$300

(Including Telephone Consultations)

**NOTE:** If a request for reimbursement pertaining to a consultation in connection with family or criminal matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer’s hourly rate.

**“D” – NON-COMPLEX LEGAL DOCUMENTS**

Legal documents which are not deemed to be excessively complex will be prepared for the Plan Member and their eligible dependents. This item includes but is not limited to the following:

Powers of Attorney

Deeds

Simple Contracts

## Leases

Notarized Affidavits (excluding fees for the completion of a passport application)

<b>Codes</b>		<b>Maximum Amount</b>
D1	Power of attorney – Personal Care	\$50
D10	Power of attorney – Property	\$50
D2	Deeds	\$100
D3	Simple Contracts	\$200
D4	Tenant Leases (Residential)	\$150
D5	Notarized Affidavits or Documents	\$25
D6	Other legal documents	\$200

## “E” – WILLS AND ESTATES

Plan members and/or their spouses shall be entitled to have prepared what is commonly regarded as a Simple Will (ie. A Will which does not include the creation of any trust or other estate). A Plan Member and/or their spouse shall, for the duration of membership in the Plan, be entitled to the periodic review and amendment of all testamentary instruments, including the preparation of revised Wills and Codicils not to exceed one revision in any 12 consecutive months.

<b>Codes</b>		<b>Maximum Amount</b>
E1	Simple Will Member	\$100
E2	Simple Will Spouse	\$100
E3	Revised Will or Codicil Member	\$75
E4	Revised Will or Codicil Spouse	\$75

## **“F” – LANDLORD AND TENANT MATTERS**

A Plan member as Lessee, shall be represented in connection with any claims or controversies arising out of a tenant lessor-lessee relationship in respect of their apartment or dwelling. Proceedings in which the Plan member and/or eligible dependents, is the landlord will not be a covered benefit under this Plan.

<b>Codes</b>	<b>Maximum Amount</b>
F1      Leases/Tenancy	\$500

## **“G” - CONSUMER AND PERSONAL PROPERTY LAW**

A Plan Member 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 \$100.00. The Plan shall not be obliged to litigate under code H2 on any claim unless the dollar value exceeds \$300.00

Subject to the above limitation, the Plan may provide legal services to a Plan member and their eligible dependents in connection with the following:

Contracts/Warranty

Consumer Protection Act

Personal Bankruptcy – Voluntary petition not involving any business – including the fees of a Trustee in bankruptcy

Garnishment of Wages

Tax advice, excluding preparation of tax returns

## Personal Liens

### Representation in Small Claims Court

<b>Codes</b>		<b>Maximum Amount</b>
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
G7	Small Claims Court	\$500

**NOTE:** When requesting reimbursement for a bankruptcy, the Bankrupt must be discharged prior to submitting the claim. A Form 13-Trustee's Statement of Receipts and Disbursements must be submitted in order for the Plan Member to be reimbursed for his Trustee's fees.

### **“H” – CIVIL LITIGATION (DEFENDANT)**

A Plan member and their eligible dependents shall be represented in connection with any civil action or civil administrative proceeding in which the Plan Member, Spouse or Dependent is named as a defendant or respondent provided that such representation shall not exceed twenty (20) hours in a calendar year. The Plan shall be under no duty to provide legal representation to a Plan Member or their 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, witness fees, etc.

**“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 either non-meritorious, calculated to be vexatious only, or a non-material or non-consequential nature or would be contrary to public policy.

In the event any damages are recovered or some form of monetary claim effected, the first \$400.00 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 \$4000.00, the Plan Member is not entitled to reimbursement under the Plan of Benefits. The Plan shall be entitled to recover any legal costs awarded by the court and from any monetary settlement in excess of \$4000.00. Please see the exclusion of the Plan on page 61.

<b>Codes</b>		<b>Maximum Amount</b>
H1	Defendant Representation	20 Hours @ \$150/hr
H2	Plaintiff Representation	20 Hours @ \$150/hr



## **“J” – GOVERNMENT PROGRAMS AND ASSISTANCE**

Social Assistance

Unemployment Insurance Commission

Immigration (Plan Member and Dependent Spouse only)

A Plan Member and/or his 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/or his spouse shall be entitled to legal representation in matters of immigration into or out of Canada on behalf of himself or his dependents, or on behalf of any other relative who the Member and/or his spouse has directly sponsored into Canada. Immigration Consultants and Paralegal are not covered.

<b>Codes</b>	<b>Maximum Amount</b>
J1 Social Assistance	\$150
J2 Employment Insurance Commission	\$150
J3 Immigration Member	\$600
J4 Immigration Spouse	\$600

**NOTE:** The maximum amounts set out in this section are the maximum amounts payable for each service notwithstanding the fact that certain proceeding may take in excess of one calendar year to complete.

## **“K” – INSURANCE RELATED MATTERS**

Plan Members and their eligible dependents shall be represented in connection with any claim against his insurer

(except for benefits provided by the L.I.U.N.A. Ontario Participating Locals (1981) Benefit Trust or benefits provided by contributing employer to this Group Legal Benefit Plan) by reason of failure to provide or pay the benefits as contracted for or to render advice in the interpretation of any policy provision. Included, but not limited to, are the following forms of insurance to which this item is addressed:

- Accident and Health
- Life and Annuity
- Fire and Homeowners
- Casualty
- Automobile Liability
- Marine

In the event it is necessary to litigate any claim against an insurance carrier, the conditions set forth in item “H” hereinbefore shall apply.

<b>Codes</b>	<b>Maximum Amount</b>
K1 Accident and Health	\$300
K2 Life and Annuity	\$300
K3 Fire and Homeowners	\$300
K4 Casualty	\$300
K5 Automobile Liability	\$300
K6 Marine	\$300
K7 Other	\$300

**“L” – AUTOMOBILE RELATED MATTERS**

Plan Members and their eligible dependents shall be represented in connection with the following automobile related events:

Actions relating to the suspension/revocation of driver's license

Damage and personal injury

Uninsured Motorist

Parking violations are excluded from coverage under this item. Litigation under this item is subject to the limitations set forth in Item "H".

<b>Codes</b>		<b>Maximum Amount</b>
L1	Civil Actions (re: Auto Accident)	\$500
L2	Damage and Personal Injury	\$500
L3	Uninsured Motorist	\$400

#### **"M" – CRIMINAL MATTERS (LIMITED)**

Plan Members and their eligible dependents shall be entitled to limited legal representation when charged under Provincial or Federal Statutes of the following:

Summary Conviction Matters

Indictable and Hybrid Offenses

Impaired Driving/Driving over (0.8mg)

Representation for driving while impaired or driving over 0.8mg is limited to one charge in any calendar year and lifetime maximum of 2 charges.

Services provided by a registered paralegal are covered for M1 Highway Traffic Act matters ONLY. The Plan will only pay up to the M1 maximum block fee for representation on all charges arising out of a single incident. A copy of the Highway Traffic Act ticket must accompany all claims for Highway Traffic Act Matter. Parking violation are excluded

from coverage under this item. Please ensure that you are eligible on the date of the offence.

<b>Codes</b>		<b>Maximum Amount</b>
M1	Highway Traffic Act	\$300
M2	Provincial Offenses Act or Offenses under Municipal Bylaws	\$500
M3	Criminal Code of Canada	\$700
M4	Criminal Pardons	\$600

**NOTE:** Plan Members and their dependents shall be entitled to legal or administrative cost for services provided by Pardons Canada for the processing of an application to remove a criminal record and complete an application for pardon.

In the event that several charges are laid arising out of a single incident pertaining to Criminal Matters, the Plan will only allow reimbursement up to the Plan maximum. If a request for reimbursement pertaining to a consultation in connection with Criminal Matters is submitted, please ensure the statement of account clearly indicated the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate.

The maximum amount set out in this section is the maximum amount payable for each service, notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete.

### **“N” – APPEALS**

Plan Members and their eligible dependents shall be entitled to legal representation on appeal. 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 only on any decision of the Court or any conviction arising out of the same incident or charge.

<b>Codes</b>	<b>Maximum Amount</b>
N1 Appeals	50% to \$1,000

### **MAXIMUM REPRESENTATION**

The maximum representation that a Plan Member and their eligible dependents shall receive, shall not exceed 30 hours 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 Group Legal Programs 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.

### **SECTION 4 – EXCLUSIONS**

The following services are excluded from coverage under the Plan:

1. Disbursements, court costs, filing fees, land transfer taxes, administration fees, registrations fees, including mortgage registration fees, G.S.T.
2. Title searches and survey fees.
3. Fines and penalties, whether civil or criminal.

4. Any judgement for damages, including judicially awarded costs.
5. Any proceedings or dispute involving an Employer or their officers, agents, representatives or employees.
6. Any proceedings or dispute involving the Union, its officers, agents, representatives or employees.
7. Any proceedings 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.
8. Any dispute involving the Plan, the Plan of Benefits and any other Plan or Trust Fund provided by a Contributing Employer to this Plan of benefits or L.I.U.N.A. Ontario Participating Locals (1981) Benefit Trust.
9. Matters involving election to any public office.
10. Non-personal legal services (eg. Any business related matters),
11. Any controversy between a Member and his Spouse or any of his Dependents apart from divorce, separation or annulment.
12. No service shall be provided that will violate Public or Statutory Law.
13. Any case in which defense or other legal representations is provided through insurance or other indemnification.

14. 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.
15. Class actions or interventions or amicus curiae filing in any suite or controversy among other parties not involving the immediate and direct interest of a Plan member.
16. Any case in which defense or other legal representation is provided through any government agency, which will represent a Plan member without charge.
17. 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.
18. Court appearance in connection with small claims involving an amount less than \$300.00
19. Services rendered by a registered Paralegal except for services rendered with respect to offenses under the Highway Traffic Act.
20. Stale dated claims which were incurred over 24 months prior to their submission.

**INTERPRETATION** – The Trustees shall be exclusively responsible for the interpretation and application of this Plan, the determination of all questions pertaining to eligibility and entitlement to benefit.

## **SECTION 5 – PLAN RULES**

### **DEFINITIONS**

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

“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:

- (1) 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;
- (2) 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 qualified legal practitioner with respect to those matters listed in the Schedule of Benefits.

“Plan Member” means a member of the Labourers’ Union Local 625 who is employed by a Contributing Employer and who is eligible to receive benefits under the Plan.

“Plan” means the Labourers’ Union Local 625 Group Legal Benefit Plan

“Spouse” means an individual who:\* is married to the Plan member through an ecclesiastical or civil ceremony; or



\*although not legally married to the Plan Member, cohabits with him/her for at least one year in a spousal relationship recognized as such in the community in which he/she resides.

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

“Trust Fund” means the Labourers’ Union Local 625 Group Legal Benefit Trust Fund established pursuant to the Trust Agreement.

Capitalized terms used in this Legal Benefit Plan but not defined above shall have the meaning given to those terms in the Trust Agreement.

### **THE LAW SOCIETY OF UPPER CANADA LAWYER REFERRAL SERVICE**

The lawyer Referral Service on the Law Society of Upper Canada Website ([www.lsuc.on.ca](http://www.lsuc.on.ca)) provides up to three referrals per call of Lawyers in your surrounding area.

To contact them please call:

Toll free: 1 (800) 268-8326

1 (416) 947-3330

Email: [lawrefer@lsuc.on.ca](mailto:lawrefer@lsuc.on.ca)

## **BENEFITS SUMMARY**

### **Life Insurance - Active Members**

\$50,000

Reduces to \$20,000 at age 70

Terminating earlier of age 75 or retirement

### **Life Insurance - Retirees**

\$20,000

Terminating earlier of age 75 or retirement

### **Dependent Life**

-\$5,000 Spouse & \$2,500 Child

### **Accidental Death and Dismemberment**

Same as Life

### **Short Term Disability - Active Members**

Flat \$300 per Week

1st day Accident, 3 days Illness to a Maximum of 37 Weeks for members qualifying for EI and 52 Weeks for member not qualifying for EI

Taxable benefit terminating earlier of at age 65 or retirement

### **Critical Illness - Active Members**

\$10,000 Active Members

Terminating earlier of age 65 or retirement

## **BEREAVEMENT PAY**

Bereavement will be paid for the loss of immediate family members. The Plan will pay \$175.00 per day for up to five (5) days for the following:

**Mother (including Step Mother)**

**Father (including Step Father)**

**Mother-in-law (including Step Mother-in-law)**

**Father-in-law (including Step Father-in-law)**

**Spouse**

**Child (including Step Child)**

**Brother (including Step Brother)**

**Sister (including Step Sister)**

The Plan Member must submit an original copy of the death certificate and an Employer letter on company letterhead stating the number of days absent in order to receive payment.

## NOTES

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