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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 Labourers' International Union of North America Local 506 for legal claims incurred on or after January 1st 2008. Claims incurred prior to this date will be adjudicated based on the text in the previous plan booklet.

The booklet provides a complete description of the legal benefits to which you and your eligible dependents are entitled, the rules 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 of 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 by 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 and must be completed by the Plan Members 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.

Should you have any questions regarding your benefits, do not hesitate to contact the Administrator's office or your Local Union Office where a member of the staff will be pleased to assist you.

Sincerely,
Your Board of Trustees

Carmen Principato

Tony Do Vale

Peter Treacy

Roly Bernardini

Brian Foote

Tom Howell

Paul Richer

William O'Riordan

SECTION 2 - ELIGIBILITY

Plan Members of the **Labourers' International Union of North America Local 506** 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 the **Labourers' International Union of North America Local 506 Health & Welfare Benefit Plan** 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 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 Group Legal Program has entered into agreement with certain law firms within the jurisdictional area of your Local Union. These law firms are under contract to the Trust Fund to provide the legal services which are set out in your Plan. A list of these law firms is maintained at your Local Union Office. All Plan Members covered under the program are entitled to use any of the law firms who are under contract to provide legal services to the Fund or to use the lawyer of their own choice.

Should a Plan Member choose to use a lawyer who is not under contract to provide services to the Fund, the Plan Members should obtain a claim form from the Local Union 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 uses a lawyer of his own choice, 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 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, 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 \$125.00 per hour for claims incurred on or after January 1st, 2008.

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:

GLOBAL BENEFITS

ATTENTION: THE DEFENDERS GROUP

545 Wilson Avenue
Toronto, Ontario
M3H 1V2

ALONG WITH A COMPLETED CLAIM FORM AND AN ITEMIZED STATEMENT OF ACCOUNT FROM THE LAWYER OR LAW FIRM, LISTING THE SERVICES RENDERED, FEES PAID EXCLUDING DISBURSEMENTS AND TAXES.

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 1st, 2008 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 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 within 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 and 1 new or renewal of mortgage in any 12 month period. Vacation property shall be limited to a lifetime maximum of one (1) purchase and/or one (1) sale. Benefits relating to the sale, purchase, mortgage (new or renewal) or discharge on vacation or recreational property are limited to a lifetime maximum of one (1) per Plan Member.

Codes	Maximum Amount
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

NOTE: Plan members claiming for the purchase and sale of their principal family residence must complete and **sign the real estate affidavit on the reverse of the claim form.** 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 a 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.

“B” - DIVORCE AND DOMESTIC PROCEEDINGS

The Plan Member and the Spouse of the Plan Member (i.e., 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 a separation agreement, filing a petition of divorce or separation and all other acts necessary for terminating the relationship, establishing the custody of the children and effecting an equitable distribution of property. If proceedings are non-contested the Spouse of the Plan Member will be encouraged to seek the advice and consultation of independent legal 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.

Under this item each Plan Member, or dependent spouse, 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
 Passport Assistance

Codes		Maximum Amount
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	\$500
B6	Separation Agreement Spouse	\$500
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 block fees set out herein are payable only for services provided and are not accumulative. EG: If your lawyer prepares a separation agreement you would only be entitled to a maximum of \$500. 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.

“C” - PREVENTIVE 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.

Codes	Maximum Amount
C1 Preventive Law (Including Telephone Consultations)	2 hours @ \$125/hr

“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)

Codes	Maximum Amount
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	\$150

“E” - WILLS AND ESTATES

Plan Members and/or their spouses shall be entitled to have prepared what is commonly regarded as a Simple Will (i.e. 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.

Codes	Maximum Amount
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 their eligible dependents, is the landlord will not be a covered benefit under this Plan.

Codes	Maximum Amount
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

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
G7	Small Claims Court	\$500

“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 \$4,000.00 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. 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 \$4,000.00.

Codes	Maximum Amount
H1 Defendant Representation	20 Hours @ \$125/hr
H2 Plaintiff Representation	20 Hours @ \$125/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.

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

“K” - INSURANCE RELATED MATTERS

Plan Members and their eligible dependents shall be represented in connection with any claim against their insurer (except for benefits provided by the **Labourers’ International Union of North America Local 506 Benefit Trusts** or benefits provided by a 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.

Codes	Maximum Amount
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

Litigation under this item is subject to the limitations set forth in Item “H”.

Codes	Maximum Amount
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 (0.8 mg)

Representation for driving while impaired or driving over 0.8 mg 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 matters.** Parking violations are excluded

from coverage under this item.

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

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.

“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.

Codes	Maximum Amount
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 Program 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.

SECTION 4 - EXCLUSIONS

The following services are excluded from coverage under the Plan:

1. Disbursements, court costs, filing fees, land transfer taxes, administration fees, registration 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 or any other Plan or Trust Fund provided by a Contributing Employer to this Plan of benefits or the **Labourers' International Union of North America Local 506 Benefit Trusts**.
9. Matters involving election to any public office.
10. Non-personal legal services (e.g. 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 filings 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 a 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) Spouse.
- (2) 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;

- (3) 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.

“Plan Member” means a member of the **Labourers’ International Union of North America Local 506** who is employed by a Contributing Employer and who is eligible to receive benefits under the Plan.

“Plan” means the **Labourers’ International Union of North America Local 506 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’ International Union of North America Local 506 Group Legal Benefit Trust**, established pursuant to the Trust Agreement.

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