



**LiUNA!** Local 837  
**LEGAL SERVICES TRUST  
FUND**



44 HUGHSON STREET SOUTH  
HAMILTON, ONTARIO  
L8N 2A7

---

Revised April. 2013

## *TABLE OF CONTENTS*

<b>Questions and Answers About Your Legal Plan</b>	<b>2</b>
<b>A Message To All Eligible Members</b>	<b>7</b>
<b>Eligible Members</b>	<b>10</b>
<b>1. Real Estate Matters</b>	<b>12</b>
<b>2. Divorce and Domestic Proceedings</b>	<b>13</b>
<b>3. Preventative Law</b>	<b>16</b>
<b>4. Non-Complex Legal Documents</b>	<b>17</b>
<b>5. Wills and Estates</b>	<b>18</b>
<b>6. Landlord and Tenant Matters</b>	<b>19</b>
<b>7. Consumer and Personal Property Law</b>	<b>19</b>
<b>8. Litigation</b>	<b>21</b>
<b>9. Government Programs and Assistance</b>	<b>23</b>
<b>10. Insurance Related Matters</b>	<b>24</b>
<b>11. Automobile Related Matters</b>	<b>26</b>
<b>12. Criminal Matters</b>	<b>27</b>
<b>Administration of the Plan</b>	<b>28</b>
<b>Termination of the Plan</b>	<b>29</b>
<b>Taxable Income</b>	<b>29</b>

## *QUESTIONS AND ANSWERS ABOUT YOUR LEGAL PLAN*

### **Q. WHAT IS THE LEGAL SERVICES PLAN?**

**A. The Labourers' Union Local 837 Legal Trust Fund is a group plan formed to provide legal financial assistance to the eligible members of L.I.U.N.A. Local 837. Legal Service must be provided by a Lawyer in good standing with the appropriate governing body for the province. (eg. Law Society of Upper Canada, in Ontario)**

### **Q. WHO ADMINISTERES IT?**

**A. The Labourers' Union Local 837 Health and Welfare Trust Fund employees provide the administrative services required for the Legal Trust Fund.**

### **Q. HOW IS IT FINANCED?**

**A. Contributions to this Fund are made by employers based on an amount established through the Collective Bargaining Agreements. Eligible claims and administrative expenses are paid from the Trust Fund.**

### **Q. WHO IS ELIGIBLE FOR THIS BENEFIT?**

**A. A Member is eligible if they are presently eligible for Health and Welfare Benefits under the Labourers' Union Local 837 Health and Welfare Trust Fund Eligibility rules. Legal services rendered for a period greater than 18 months from the date of submission; will not be processed for reimbursement.**

### **Q. HOW DO I USE THE LEGAL SERVICE PLAN?**

**A. If you have a legal problem, review your booklet and determine whether it is covered by the Plan; otherwise, call the Benefit Office for further assistance. The Plan has specific expenses that are covered**

with maximum dollar amounts or hours entitled for reimbursement. You should inquire with your lawyer the total costs that may be involved in any legal problem for which you are seeking legal advice. This will enable you and the lawyer to have a working understanding of what the Plan will absorb and what you will have to pay.

There is a general limitation of thirty (30) hours (in total) of legal services during a calendar year (January 1 to December 31) for any eligible Member, Spouse or Dependent Child under this Plan. Each code may only be utilized once in any calendar year and reimbursement is intended for legal fees only and no disbursements. Notwithstanding the above, any matter, action or court proceedings that may extend beyond a calendar year to complete, shall be deemed one proceeding and shall be entitled to coverage only once up to the maximum as per listed codes. All statements for services rendered must be submitted on the lawyer's letterhead, to be entitled for reimbursement. The Plan will reimburse part or all of the fees or charges of such lawyer in accordance with the prescribed fee schedule of the Plan. Cheques will be mailed directly to the Member.

**Q. WHAT IS EXCLUDED FROM PLAN COVERAGE?**

A. The plan will **NOT** provide benefits or in any other manner pay for the following:

- fines and penalties, whether civil or criminal
- any judgment for civil damages, including judicially awarded costs
- disbursements attendant to the purchase or sale of real estate (e.g. registration fees, land transfer taxes, real estate agent's fee, etc.)
- title searches and survey fees
- legal services for appeals outside of Canada

- **non-personal legal services (e.g., business or income producing matters, recovery of loans)**
- **matters involving federal, provincial, municipal or local election to any public office**
- **any proceeding against the Participant's employer or the Union, or any of their officers, agents, subsidiaries or dealers including any other labour union or association representing employees of the sponsors or any dispute involving the Plan**
- **any bankruptcy proceeding that would result in discharge of a debt owed to the Participant's employer or the Union**
- **proceedings against any benefit plan established or maintained by the Participant's employer or against any trust or insurance carrier through which benefits are provided to employees, retirees or dependents any proceeding arising under applicable Labour Relations Acts**
- **Workplace Safety & Insurance Board or Employment Insurance matters involving the Participant's employer**
- **fees incurred by Financial Institutions (e.g. Banks)**

### **A MESSAGE TO ALL ELIGIBLE MEMBERS**

**The legal Services Trust Fund, the "Plan", is an important benefit and access to this plan will contribute to the peace of mind and well-being of Members and their families.**

**This booklet provides a description of the Legal Services Trust Fund which was adopted for eligible Members, Spouses and their Dependent Children, effective November 1, 1989.**

**This Plan has been instituted with the principle that its creation and**

**operation will provide some financial assistance to eligible members in obtaining the legal services that may be required to protect the legal rights and interests of the Members and their families.**

**If you have a legal claim that fits any criteria for reimbursement outlined in this legal booklet , you are urged to mail or drop off your documentation to the office of the Administrators of the Plan.**

**When you or a Dependent Member of your immediate family discusses any of your legal issues with any staff of the Plan office, seeking assistance in accordance with the Plan, you can be assured that all discussions will be on a confidential basis.**

**The Plan shall refuse to provide reimbursement for services in any matter it believes to be clearly without merit or is frivolous.**

***LABOURERS' LOCAL 837 LEGAL SERVICES  
TRUST FUND***

**ELIGIBLE MEMBERS**

**A Member who is currently eligible for benefit coverage under the Labourers' 837 Health and Welfare Trust Fund at the date of service, is eligible. Members shall continue to be eligible for benefits as long as they remain eligible for benefits in the Health and Welfare benefit plan.**

**Dependents of a Plan Member are also covered. The term "Dependent" is defined for purposes of these eligibility requirements to include any person with the following relationship to a Plan Member:**

- 1. Spouse (as completely described in the most current Group Benefit Plan Booklet)**
- 2. An unmarried child (including adopted and step-children) from live**

birth but under the aged of 21 who is living at the principal family residence of a Member and is Dependent upon the Member for support and maintenance and are not employed on a regular and full-time basis. Also an unmarried child under the age twenty-five (25) who is attending school at an accredited college or university and is Dependent on the Member for support and maintenance (a letter confirming full-time attendance must be provided to the Benefit Office each year).

The following is a schedule of services covered under the Labourers' Local 837 Legal Services Trust Fund Program, and the Maximum amounts payable for each service.

**1. Real Estate Matters –**

A Member shall be reimbursed to a maximum as per schedule, for legal services in connection with the sale or purchase of a family dwelling which shall be used by the Member's family as it's principle residence. The purchase of a lot on which to build a family dwelling (providing a building permit is issued within 1 year) and the purchase of a vacation property. Services in the arrangement of new or renewal of mortgages is also covered under the plan. A Member shall not be entitled to reimbursement in connection with legal services for commercial or income producing property.

Maximums include 1 sale, 1 purchase and 1 renewal in any 12 month period. Vacation Property shall be limited to a lifetime maximum of 1.

<b>CODES</b>	<b>AMOUNT</b>
<b>11 Purchase Family Dwelling</b>	<b>\$550</b>
<b>12 Sale Family Dwelling</b>	<b>\$550</b>

<b>14</b>	<b>Purchase Lot for Family Dwelling</b>	<b>\$550</b>
<b>15</b>	<b>Purchase Vacation Property</b>	<b>\$550</b>
<b>16</b>	<b>Mortgage New or Renewal</b>	<b>\$350</b>
<b>17</b>	<b>Discharge of Mortgage</b>	<b>\$150</b>

**2. Divorce and Domestic Proceedings-**

**The Spouse of the Plan Member (i.e. the Spouse of the Member in respect of whom the contributions are being made for coverage under the Plan) shall be entitled to reimbursement in connection with any matrimonial or divorce proceedings to a maximum as per schedule. Notwithstanding that the matter, action or court proceedings may extend beyond a calendar year to complete, coverage shall be limited to one payment up to the maximum as per listed codes. Reimbursement of claims for the Member and a Spouse shall include preparation of separation agreement, filing a petition for 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 subject to the maximum as per listed codes.**

**Cheques for legal services for a Member's Spouse in divorce or separation matters will be mailed directly to the Spouse.**

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

- *Divorce***
- *Separation (including Agreements)***
- *Modifications***
- *Adoption***
- *Guardianship***



- *Family Court*
- *Change of Name*
- *Birth Certificate Assistance*
- *Passport Assistance*

<b>CODES</b>	<b>AMOUNT</b>
<b>21 Divorce Member</b>	<b>\$500</b>
<b>22 Divorce Spouse</b>	<b>\$500</b>
<b>23 Separation Member</b>	<b>\$500</b>
<b>24 Separation Spouse</b>	<b>\$500</b>
<b>25 Separation Agreement-Member</b>	<b>\$400</b>
<b>26 Separation Agreement- Spouse</b>	<b>\$400</b>
<b>27 Modification</b>	<b>\$300</b>
<b>28 Adoption</b>	<b>\$300</b>
<b>29 Guardianship</b>	<b>\$300</b>
<b>30 Family Court</b>	<b>\$500</b>
<b>31 Change of Name</b>	<b>\$250</b>
<b>32 Birth Certificate- Assistance</b>	<b>\$200</b>

**3. Preventative Law –**

**Each Member shall be entitled for reimbursement for legal advice and/or consultation on any problem that Member believes to be of a legal nature, to a maximum of \$100 per hour as per schedule.**

<b>CODES</b>	<b>AMOUNT</b>
<b>33 Preventative Law</b>	<b>2 (hrs)</b>

**4. Non-Complex Legal Documents –**

**Legal documents which are not deemed to be excessively complex will**

be reimbursed for the Members and their Spouse, to a maximum as per schedule. This item includes but is not limited to the following:

- *Powers of Attorney*
- *Deeds*
- *Simple Contracts*
- *Leases*
- *Notarized Affidavits*

<b>CODES</b>	<b>AMOUNT</b>
<b>41 Power of Attorney</b>	<b>\$100</b>
<b>42 Deeds (transfer of)</b>	<b>\$100</b>
<b>43 Simple Contracts</b>	<b>\$200</b>
<b>44 Leases (non-commercial)</b>	<b>\$150</b>
<b>45 Notarized Affidavits</b>	<b>\$ 25</b>

**5. Wills and Estates –**

**Members and/or their spouses shall be entitled to reimbursement for 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 Member and/or their spouses shall, for the duration of membership in the Plan, be entitled to reimbursement for a periodic review and amendment of all testamentary instruments, including the preparation of new Wills and/or Codicils not to exceed \$100 per Member and Dependent in any 12 months, to a maximum as per schedule.**

<b>CODES</b>	<b>AMOUNT</b>
<b>51 Simple Will Member</b>	<b>\$100</b>
<b>52 Simple Will Dependent</b>	<b>\$100</b>

**6. Landlord and Tenant Matters -**

A Member, as Lessee, shall be reimbursed to a maximum as per schedule, in connection with any claims or controversies arising out of a lessor-lessee relationship in respect of their apartment or dwelling. Proceedings in which the Member is the Landlord will not be a covered benefit under this plan.

<b>CODES</b>	<b>AMOUNT</b>
<b>61 Leases/Tenancy</b>	<b>\$300</b>

**7. Consumer and Personal Property Law–**

A Member shall be entitled to reimbursement from the Plan to a maximum as per schedule 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 any merchandise, article or service, where such claim is in excess of \$500.

Subject to the above limitation, the Plan may provide legal services to a Member in connection with the following:

- *Contracts/Warranty*
- *Retail Installment Credit Act*
- *Bankruptcy – Voluntary petition not involving any business*
- *Garnishment of Wages*
- *Tax advice, excluding Preparation of tax returns*

<b>CODES</b>	<b>AMOUNT</b>
<b>71 Contracts/Warranty</b>	<b>\$100</b>
<b>72 Retail Installment- Credit Act</b>	<b>\$300</b>
<b>73 Bankruptcy</b>	<b>\$400</b>
<b>74 Garnishment of Wages</b>	<b>\$300</b>

75 Tax Advice

\$250

**8. Litigation (defendant) –**

**A Member shall receive reimbursement to a maximum as per schedule, for claims in connection with any civil action or civil administrative proceeding in which the Member, Spouse or Dependent is named as defendant or respondent provided that such representation shall not exceed fifteen (15) hours at \$100 per hour maximum, in a calendar year, for any litigation not represented by an insurance company. Any matter, action or court proceedings that may extend beyond a calendar year to complete, shall be deemed one proceeding and coverage shall be limited to one payment up to the maximum as per listed codes.**

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

**Litigation (Plaintiff) – A Member shall be reimbursed in connection with the filing of a civil or administrative action for and on behalf of the Member in connection with any material injury to person or property for the deprivation or injury to any constitutionally or statutorily guaranteed right, any right conferred at common law for the adjustment of any grievance both recognizable and actionable in either law or equity, at a maximum hourly fee of \$100 per hour in a calendar year. No reimbursement shall be available under this item for any action that is either non-meritorious, vexatious, contrary to public policy and any action that the plan considers to be minor in nature.**

**In the event any damages are recovered or some form of monetary claim effected, the first \$4000 of any such recovery shall be free of any**

assessment by the Plan for legal costs expended on the Member's behalf. The Plan shall be entitled to recover any legal costs expended on behalf of the Member from costs awarded by the court and from any monetary settlement in excess of \$4000.

CODES	AMOUNT
81 Defendant Representation	15(HRS)
82 Plaintiff Representation	15(HRS)

9. Government Programs and Assistance -

- *Social Assistance*
- *Employment Insurance Administration*
- *Immigration*

A Member shall be entitled to legal reimbursement to a maximum as per schedule, on behalf of himself or dependents in any matter requiring legal services on matters arising out of disputes or appeals with Social Assistance Employment Insurance and Immigration matters.

CODES	AMOUNT
91 Social Assistance- Administration	\$150
92 Employment Insurance- Administration	\$150
93 Immigration	\$150

10. Insurance Related Matters -

Members shall be reimbursed in connection with any claim against his insurer (except for benefits provided by Local 837) 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 8 hereinbefore shall apply.**

<b>CODES</b>	<b>AMOUNT</b>
<b>101 Accident and Health</b>	<b>\$250</b>
<b>102 Life and Annuity</b>	<b>\$250</b>
<b>103 Fire and Homeowners</b>	<b>\$250</b>
<b>104 Casualty</b>	<b>\$250</b>
<b>105 Automobile Liability</b>	<b>\$250</b>
<b>106 Marine</b>	<b>\$250</b>
<b>107 Other</b>	<b>\$250</b>

**11. Automobile Related Matters -**

**Members shall be reimbursed to a maximum as per schedule, in connection with the following automobile detailed events on a per case basis:**

**Parking violations are excluded from coverage under this item.**

**Litigation under this item is subject to the limitations set forth in Item 8.**

<b>CODES</b>	<b>AMOUNT</b>
<b>201 Civil Actions</b>	<b>\$500</b>
<b>202 Damage and Personal- Injury</b>	<b>\$500</b>

203 Uninsured Motorist

\$400

**12. Criminal Matters –**

Members and their dependents shall be entitled to reimbursement to a maximum as per schedule, under Provincial or Federal Statutes for the following provided they were eligible for Benefits when charged:

- *Summary Conviction Matters*
- *Indictable and Hybrid Offences*
- *Impaired driving/driving over (0.8 mg )*

Representation for driving while impaired/driving over 0.8 mg is limited to 1 charge in any 12 month period and lifetime maximum of 2 charges.

The Plan will pay 50% of the legal fee up to a maximum of \$500.00.

<b>CODES</b>	<b>AMOUNT</b>
301 Highway Traffic Act	\$400
302 Provincial Offenders Act	\$500
303 Criminal Code of- Canada 50% to Max.	\$500

**Administration of the Plan**

During any year, a Member, Spouse or Dependent Child may individually or jointly receive no more than thirty (30) hours of legal reimbursement, within the calendar year. Any matter, action or court proceedings that may extend beyond a calendar year to complete, shall be deemed one proceeding and coverage shall be limited to one payment up to the maximum as per “listed code”.

The Trustees shall be the governing body of the Plan. The Trustees may at any time and from time to time amend or modify or suspend

**the Plan and any and all parts and portions. Thereof. Except as to the practice of law activities, the Trustees shall have full power and authority to the practice of law activities.**

**The Law Firm retained by the Trustees from time to time shall have full power and authority to interpret the Plan and all provisions thereof, and all such interpretations so made shall be final and binding.**

**Termination of the Plan**

**The Plan may be terminated at any time deemed necessary or appropriate by the Trustees. Legal expenses will be borne by the Member from the date of termination of the Plan.**

**Taxable Benefit**

**All claims paid by the Plan in any given taxation year are considered to be Taxable Benefits and as such a T4A will be issued. This T4A is to be included into Taxable Income when filing your Income Tax and Benefit Return as “other income”.**