

COLLECTIVE AGREEMENT

-BETWEEN-



MAPLE LEAF SPORTS + ENTERTAINMENT

MAPLE LEAF SPORTS & ENTERTAINMENT PARTNERSHIP

Hereinafter referred to as "The Company"

-AND-



TEAMSTERS LOCAL UNION 847

(Affiliated with the International Brotherhood of Teamsters)
Hereinafter referred to as the "Union"

MLSE Restaurants Division

Term: July 1, 2019 to June 30, 2022

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ARTICLE 1 - PURPOSE

1.01 The general purpose of the Agreement between the Company and the Union is to establish and maintain:

- 1) orderly collective bargaining relations;
- 2) a procedure for the prompt and equitable handling of grievances;
- 3) satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement, in recognition of the principle that an employee shall receive a fair day's pay for a fair day of work effort.

1.02 Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

1.03 Joint Labour / Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Collective Agreement. Parties agree to meet on an as required basis, the chair rotates; the Company will take minutes and both parties to agree upon the minutes prior to distribution. While not forming part of the Collective Agreement, the Union has provided the Company for reference purposes a guideline for such joint Labour/Management consultation meetings which are described in Appendix "B".

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees of The Company in The Province of Ontario save and except foremen, and those above the rank of foreman, sales, office and clerical staff, security guards and persons in Bargaining Units covered under a Collective Agreement with another Trade Union.

2.02 Gender Clause

The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the Bargaining Unit and wherever the masculine gender is used in this Agreement, it shall include the feminine gender

2.03 No Contracting Out Work

Work normally performed by the Bargaining Unit will not be subcontracted unless agreed between the Company and the Union prior to subcontracting. If the parties are unable to reach an agreement the matter may be referred to expedited arbitration as per Article 9.02 for final determination. The work may not be subcontracted until the arbitrator's decision is known.

2.04 A person employed by the Company who is not part of the Bargaining Unit shall not perform Bargaining Unit work while seniority Bargaining Unit employees who are qualified to perform such work are laid off or to deprive them of overtime which would normally be assigned to them; provided however, that Supervisors and other officials of the Company may, from time to time, perform work on any job normally performed by an employee for purposes of instruction, training and in cases of emergency and where regular employees are not available.

2.05 **Outside Agreement**

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their Representatives or members because of the employees' membership or non-membership in the Union or by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, record of offences, marital status, family status, handicap, sex or sexual orientation as such terms are defined in the Ontario Human Rights Code.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Unless expressly limited or addressed by this agreement, the Company retains the right to manage all aspects of the operation including but not limited to, direct the working force, determine the method of operations and number of supervisors, hire, promote, demote, discipline and terminate employees for proper cause and consistent with the current Collective Agreement.

4.02 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union. The Company will notify the Union of any changes to the rules and regulations prior to implementation and post notices of these changes prior to implementation.

ARTICLE 5 - UNION SECURITY AND DUES

5.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Collective Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Collective Agreement, the regularly prescribed initiation fee, regular monthly Union dues and periodic assessments uniformly required of all members in the Bargaining Unit.

- 5.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.
- 5.03 The Company agrees to deduct from the first pay of an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the 10th of the following month. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues and such notification shall be the Company's authority to make the deductions specified.
- 5.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-billing statement showing the following information from whose pay deductions have been made:
- a) all monthly dues for members to be submitted with current address, postal code and Social Insurance Number;
 - b) twelve (12) check-offs per year (calendar month);
 - c) Monthly:
 - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
 - Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes i.e. marriage.
- 5.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 5.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 3.
- 5.07 The Company agrees to remit, twice annually, to the Union, a complete list of updated addresses and phone numbers for all employees in the Bargaining Unit.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The Union shall appoint or elect shop Stewards and shall notify the Company in writing of such appointment or election. The Company shall recognize shop Stewards and shall not discriminate against them for lawful Union activity.

Furthermore, the Union shall have the right to appoint or elect a full-time Chief Steward. It is understood that the Chief Steward will be performing operational duties, when not performing Union duties which shall not exceed a maximum of twenty (20) hours weekly.

- 7.02 It is understood that the Stewards will have to do the work assigned to them by the Company and if it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of the supervisor in charge. When returning to their regular work, they will report themselves to the supervisor and if they are requested to do so, will give an explanation as to their absence and its length. If these conditions are met, the Company agrees that they will not lose pay in such circumstances.
- 7.03 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards and Chief Steward. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. No Steward will be recognized by the Company unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.
- 7.04 A Local Union Representative identified to the Company, in writing, wishing to discuss matters on the Company premises with the Company Representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible the Local Union Representative shall, upon entering the premises, notify the appropriate Company Official.
- 7.05 The Company will compensate a Steward at their regular rate of pay for time spent in grievance meetings with the Company or the investigation or processing of grievances of employees. This does not apply to time spent on such matters outside regular working hours.
- Grievance meetings will normally be held during working hours provided such meetings do not unduly disrupt operations.
- 7.06 The Company shall compensate each member of the negotiating committee members at his regular straight time hourly wage rate for time while attending to negotiations with the Company.
- 7.07 The Company will give two (2) days off in each year of the Collective Agreement, to each Union Steward duly appointed under Article 7, to attend training sessions with the Union (the date to be mutually agreed upon between the parties). The Company will also compensate each Union Steward eight (8) hours times his/her regular straight-time wage rate for each day. To receive payment, the Union agrees that it must first supply the Company with mutually acceptable verification that the Union Steward in question actually attended a full day training session.

7.08 **Alternate Stewards**

The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 All questions, disputes or controversies arising under this Agreement or any supplement thereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided for by this Article, unless otherwise expressly provided for in this Agreement. The procedure for any such adjustments and/or settlements shall be as follows:

8.02 Any grievance of an employee shall first be taken up verbally between such employee and his immediate supervisor.

Time limit to institute a grievance: Ten (10) days

8.03 **Step One**

Any grievance of an employee shall first be taken up between such employee, his Union Steward and his Supervisor, within ten (10) days and the grievor and the Steward will not suffer any loss of wages.

8.04 **Step Two**

Failing settlement under Step One, the matter will be taken to Step Two.

The Chief Steward, the Steward and the grievor, together with the Representatives of the Company will meet to review the grievance. The written decision of the Company shall be returned to the Union within ten (10) working days. The grievor, the Steward and the Chief Steward shall be present at this meeting and will not suffer any loss of wages.

8.05 **Step Three**

Failing settlement under Step Two, the matter will be taken to Step Three. The Business Agent and the Company will meet to review the grievance. This meeting must be conducted once a month and the grievor, Steward and Chief Steward shall be present and will not suffer any loss of wages.

8.06 **Discharges and Suspensions**

If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Three within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration. However, if

an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation.

At the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the prescheduled meeting or, failure of the employee to inform the Company beforehand of his inability to attend the meeting, he shall be deemed to have abandoned his employment, unless the employee is unable to attend the meeting for reasons beyond his control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

While on a paid suspension, the employee shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

- 8.07 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

8.08 **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned and a Steward present, failing which, the discipline shall be deemed null and void.

8.09 **Employee's Record**

Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months. This clause does not apply to infractions under Article 3.

8.10 **Discharge or Suspension Notice**

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

- 8.11 Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

- 8.12 All decisions arrived at between the Representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.

- 8.13 If the Company discharges a Union Steward, the Union Steward will be entitled to representation in accordance with Article 8.08 with the Union Steward also having the additional right to be represented by the Business Representative at said meeting.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01 Failing settlement under Step Three of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step Three is given, the grievance shall be deemed to have been abandoned without prejudice.

Should the parties fail to agree upon a neutral arbitrator, the Ministry of Labour will be requested to appoint an arbitrator whose decision shall be final and binding.

The arbitrator will have no authority to add, delete, modify or alter any part of this agreement, other than to apply and interpret this agreement.

The cost of the arbitrator will be borne equally by the Union and by the Company.

The time limits stated in this Article may be extended by mutual consent of the parties and shall be in writing.

9.02 Expedited Arbitration

The Company and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty-eight hours following the hearing.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of sixty (60) working days (shifts worked) from the date of hiring by the Company. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the grievance procedure. After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.

10.02 A seniority list will be posted by the Company for a period of fourteen (14) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of his seniority date while the list is posted, in which case it will be subject to an adjustment under the Grievance Procedure if established to be inaccurate. The seniority list will be brought up to date every six (6) months and a copy will be given to the Local Union and a copy posted on the bulletin board. Each Restaurant shall have a separate seniority list.

It is understood and agreed that full-time seniority shall supersede part-time seniority for the purposes of availability of work.

10.03 An employee's seniority will be lost and the employee shall be deemed terminated if he:

- (1) quits the employ of the Company for any reason;
- (2) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (3) is laid off for a continuous period exceeding the length of his seniority at the time of lay-off or a period exceeding twenty-four (24) months, whichever comes first, this will not apply due to temporary layoff caused by renovations, or circumstances outside of the company's control which may exceed an employee's length of seniority;
- (4) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company and the Union. Employees may elect at the time of layoff not to accept temporary work during the lay off period without affecting their seniority status under this Agreement.

It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number;

- (5) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he has a valid and verifiable reason (any costs associated with medical condition verification will be at the Company's expense); or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (6) is absent for three (3) consecutive working days without notifying the Company or is absent for this period without a valid and verifiable reason. It is the responsibility of the employee to telephone his supervisor to notify him that he will not be reporting to work as scheduled.

10.04 When a permanent vacancy in the existing job classifications in the Agreement occurs, such vacancy will be posted on Workplace for a period of five (5) working days and eligible employees will have the right to bid for the position. In selecting employees for such

position, seniority shall be the governing factor where the skill and ability are sufficient and the employee has the required certification for the position applied for.

10.05 **Bumping Rights**

In the event of layoff, there shall be no bumping between Restaurants unless a seniority employee is at risk of losing his seniority as per Article 10.03 (3). In such a case, a seniority employee may bump a junior employee in either Restaurant. This Article shall not apply in the event of a temporary layoff due to a temporary shutdown of the Restaurant which may exceed an employee's length of seniority.

- 10.06 a) The principle of seniority shall be maintained in the reduction and restoration of the workforce and the" senior employees shall be entitled to preference over junior employees provided that the senior employees have the ability and qualifications to perform the available work. It is agreed that probationary and part-time employees shall be laid off prior to any decrease in hours or layoff of a full-time employee within the classifications of this Agreement;
- b) when temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees;
- c) employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient;
- d) if an employee is transferred from one department to another, there shall be no loss of seniority;
- e) a departmental seniority list shall be placed on the bulletin boards and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union Office;
- f) in the event a sufficient number of qualified laid off employees do not elect to work available hours to meet the Company's staffing requirements, part-time employees, as defined in Appendix "A", may be used, failing which the Company may have the work completed by whatever means it deems appropriate;
- g) a laid-off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Schedule 1 for the following month.
- A laid-off employee is not entitled to weekly and long-term disability benefits;
- h) notwithstanding Article 10.03 (3) herein, a laid-off seniority employee who works a minimum of eighty (80) hours in a month shall be deemed to have been recalled solely for the purpose of retaining his seniority.

- 10.07 In the event of a layoff of five (5) consecutive working days or more, the Company agrees to advise seniority employees affected at least five (5) days prior to the start of such lay off or shall give notice under the Employment Standards Act, whichever is the greater. The Union shall be notified in advance of such layoffs.

- 10.08 A maximum of two (2) Stewards, one (1) for each Restaurant, shall be the last persons to be laid off provided that they have the ability and qualifications to perform the available work.
- 10.09 In regard to any claim by an employee that he maintains seniority during a period of personal illness, it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical certificate.
- 10.10 It shall be the duty of employees to notify the Company and the Union promptly in writing of any change in their address. If an employee shall fail to do this, the Company and the Union will not be responsible for failure of any notice to reach such employee.
- 10.11 If a full-time employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employees worked on his shift on that day he is laid off. This principle may be advanced on a daily basis.

Any full-time employee who is not required on his regular shift on a daily basis shall be given the opportunity of performing available part-time work, for which he is qualified, and shall be entitled to eight (8) hours work and/or pay.

ARTICLE 11 - JOB POSTING

- 11.01 In the event that a new job is created or a permanent vacancy occurs in an existing job which the Company deems necessary to fill, the Company will post these openings for a period of 14 days; the existing employees of that location will have first opportunity to the position provided that they have the skill and ability to do the job.
- In selecting employees for such position, seniority shall be the governing factor where the skill and ability are sufficient and the employee has the required certification for the position applied for.
- In case that the vacancy is not filled, the employees of the other Restaurant will be given preference to apply for the position before hiring from outside of the Bargaining Unit.
- 11.02 In the event that two (2) or more employees apply, the Company shall use seniority as the governing factor where the skill and ability of the applicants are sufficient and the employee has the required certification for the position applied for. If no applications are received, the Company shall have the right to hire from outside the Bargaining Unit.
- 11.03 The Company will post the name of any successful applicant not later than ten (10) working days following expiration of the posting period.
- 11.04 It is agreed that successful applicants for a posting shall not be permitted to reapply for another job for a period of six (6) months.
- 11.05 The Company shall have the right to remove a successful applicant for a job within the first sixty (60) shifts worked if he is unable to properly perform the job.
- 11.06 The job posting procedure provided for herein shall apply only to the original vacancy and not to any subsequent vacancies created by the filling of the original vacancy.

- 11.07 Subject to the Ontario Human Rights Code duty to accommodate provisions; an employee, because of health reasons, must seek work in another seniority department and if qualified for such work in the new department, shall be allowed to use his seniority in his present department to bump into the new department. Such employee, who has been medically certified unable to work in his present seniority department and has bumped into another seniority department, shall be given seniority status in the new department from his last date of hire with the Company.

An employee may only exercise such bumping option, outlined above, once within the employee's history with the Company.

- 11.08 In the event that an employee is injured in the proper performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid his wages for the remainder of his shift.

In order to receive such payment, the employee must immediately report such injury to his supervisor (or lead hand if no supervisor is present).

- 11.09 The Company shall provide the employee and Steward with a copy of the form "7" in the event of a compensable accidental injury, if requested.

11.10 **Pay for Injured Employees**

Should the employee lose time from work due to his injury beyond the date of accident, he shall be covered by the provisions of the WSIB.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company may grant leave of absence of up to two (2) months without pay to employees for personal reasons having due regard, however, to the operation of the work place, and provided any request for leave of absence is made in writing at least four (4) weeks prior to the start of such leave and the reason for leave of absence is stated. The Company will respond to the request in writing no later than 2 weeks after receiving the request.

- 12.02 Any permission for leave of absence must be given in writing.

- 12.03 The Stewards shall be granted unpaid leave of absence without loss of seniority to attend conventions or other official Union business. Such leaves shall be limited to ten (10) working days per contract year per Steward. Leave shall be granted provided that written request for it is made at least one (1) week prior to the start of such leave and provided that the leave does not interfere with the Company's operations.

- 12.04 Leave of absence without pay will be granted for a period of up to five (5) years to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence will be extended from year to year.

Should the employee wish to conclude his leave of absence prior to the agreed expiry of the leave, he will provide two (2) weeks' notice to the Company before returning to work.

- 12.05 Apprentice cooks will be granted unpaid leave for educational purposes related to achieving their certification (Inter-Provincial Red Seal).
- 12.06 a) If an employee is called for Jury Duty or subpoenaed as a witness to give evidence on behalf of the Crown, he shall receive a regular days pay for each day he is absent from his scheduled work provided that he signs over to the Company any Jury Duty fee or witness money he has received from the court;
- b) if an employee is excused from Jury or Witness Duty for one (1) or more scheduled work days due to court adjournment or other reasons, the employee must report for work on his regularly scheduled shift.
- 12.07 a) In the event of the death in a full-time employee's immediate family (child, spouse, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law and brother-in-law, grandparents and grandchildren), the Company shall grant a leave of absence of up to three (3) days immediately following the day of death for the purpose of allowing the employee to make funeral arrangements and to attend the funeral;
- b) an employee will be entitled to pay for the above-mentioned days if they were regular scheduled working days for the bereaved employee;
- c) the Company will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift. Where these days fall within the employee's vacation, the employee's vacation will be credited accordingly. Additional unpaid leave may be granted in accordance with Article 12.
- 12.08 Employees are entitled to pregnancy leave and parental leave as provided under the Employment Standards Act without pay and without loss of seniority and benefits.

ARTICLE 13 - HOURS OF WORK

- 13.01 a) The parties recognize that the Company is engaged in the events entertainment business, and it is therefore important that the customers are properly served. The parties also recognize the importance of balance in employees work lives. With this in mind, the parties agree to the following regarding scheduling:

The schedules of work are to be posted as early as possible on Thursday by the Company in each department.

The work week commences at 12:01 a.m. Sunday and ends the following Saturday at 11:59 p.m.

The work scheduled can be changed to accommodate events but the Company shall attempt to minimize changes to the posted schedule. Where changes occur, the Company will give a minimum of four (4) hours' notice to affected employees.

For clarity purposes, schedules which became available within 24 hours or less, the employees will be notified through Vortex of such short notice change to the schedule.

The employees must respond to the Vortex within 15 minutes of the Vortex message being sent out and the shift will be assigned based on seniority.

Employees responding to the Vortex after the 15 minute mark will be scheduled on a first come first served basis.

b) The Company will provide full-time employees first preference to select their days off and shift preference three times a year in accordance with the following:

- (1) seniority;
- (2) the Company determines shifts available and available days off based on business demands;
- (3) employee has the skill and ability to perform the work of the available shift;
- (4) once posted, the schedule is deemed final with respect to employees' days off and shift preference;
- (5) for any group or catering functions booked by the Company;
- (6) an administrative charge of 16.5%, before taxes, will be added to the catering invoice and will be distributed as follows:

14.5% which will be divided among the catering personnel working that particular Availability on the basis of hours worked;

2% will be divided among the kitchen staff on the basis of hours worked in the pay period;

staff shares of the administrative charge for catered functions are paid on a bi weekly basis and subject to deduction;

disbursement reports showing share paid to employees and deductions at source will be available upon request for inspection by the Union Chief Steward or Local Representative;

- (7) split shifts may be scheduled to meet the 40-hour guarantee set out in Article 13.06;
- (8) the Company agrees that the current tip out percentage of six percent (6%) will not be changed for the duration of this Agreement without previously having discussed it with the Union.

The Company agrees that the Union and the Company will meet for a Labour Management Meeting to discuss current distribution of tip-out. It is

understood that said meeting will be taking place in the New Year no later than January 31st 2020.

- 13.02 Employees shall have an unpaid one half (1/2) hour meal period on each shift. In addition, there shall be two (2) paid fifteen (15) minute breaks per shift.
- 13.03 Overtime work assignments shall be offered within the department and classification in order of seniority.
- 13.04 a) All hours worked by employees in excess of forty (40) hours in a work week shall be paid for at one and one-half (1½) times the employees regular hourly wage rate. The Company reserves the right to manage overtime;
- b) where a statutory holiday day falls within an employee's regular work week, the Company will include statutory hours as part of the total regular work hours for the week.
- 13.05 a) Except as is otherwise specifically provided in Sub-Clause 13.05 (b) hereof, an employee who is required to report for work during his regular work week shall receive for the regular work week, at least forty (40) hours' pay at his gross rate, provided that he is available to perform forty (40) hours of work in such week; to maintain their full-time status, an employee must work a minimum of thirty-two (32) hours per week. Those employees who fail to meet this minimum shall be reduced to part-time. Hours will be reviewed on a quarterly basis;
- b) an employee shall not be entitled to the guarantee above, where he is displaced upon the return to work of another employee whom he was replacing.

Such guarantee shall be reduced by any or all of the following:

- i) for all time lost by the employee due to lateness or absence from work;
- ii) for refusing to perform the work assigned, in accordance with the paragraph below;
- iii) for voluntarily leaving prior to the end of a shift;
- iv) employees can switch their shift amongst each other provided that such exchange will not create overtime for either one and that the exchange is duly recorded and approved with the Company prior to the exchange taking place;
- v) when a full-time employee switches with a part-time employee, the full-time employee forfeits their right under full-time status for the duration of that shift.

It is understood that employees can make up lost hours by picking up open shift. Employees must make themselves available.

The weekly pay guarantee does not operate where an employee has been laid off or in circumstances beyond the Company's control.

- 13.06 When an employee works in excess of two (2) hours beyond his scheduled shift, he shall be granted a fifteen (15) minute paid break with a further fifteen (15) minute break after every two (2) consecutive hours of work thereafter. At the first of these breaks only, he shall be entitled to a \$12 meal allowance which shall be paid to a qualifying employee in the next pay cheque.
- 13.07 The Company will make every reasonable effort to schedule two (2) consecutive days off within a seven (7) day period, except those employees with Saturday & Sunday off.
- 13.08 Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4) ten (10) hour days. Overtime will be payable for all hours in excess of ten (10) hours in a day.

Where the ten (10) hour day is agreed to between the parties the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.

- 13.09 When an employee is called back to work after the conclusion of his regular shift and he has left the Company premises, he shall receive a minimum of four (4) hours work or four (4) hours pay at his regular straight time rate.
- 13.10 The provisions of Article 13.09 above shall not apply when an employee is called in to work immediately prior to the start of his scheduled shift.
- 13.11 An employee reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so or unless he is returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at his regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

13.12 **Compulsory Training**

An Employee required to attend compulsory training shall receive a minimum of four (4) hours pay at his regular rate of pay for attending in-class training and a minimum of two (2) hours pay at his regular rate of pay for on-line training. Online training assigned to be done outside of scheduled working hours and off-site, the Company will pay a minimum of two (2) hours at regular rate. This provision shall not apply when the training is scheduled immediately prior to or following the Employee's scheduled shift. Employees who do not attend compulsory training shall be held out of service until training is completed.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 For purposes of this Agreement the following days will be recognized as holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

14.02 The Company will pay each active full-time employee who has completed the probationary period; eight (8) hours pay or ten (10) as the case maybe at his regular hourly rate for each such holiday provided that the employee works his scheduled shift immediately preceding and immediately following the holiday unless excused from doing so by the Company. In addition, an employee must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday. Said payment shall include any applicable shift premium in the case of an employee who qualifies for a shift premium in accordance with Article 17.05.

14.03 If any of the above holidays fall within an employee's vacation period, the employee shall receive another day off with pay immediately following his vacation. The Company may agree to grant the lieu day off immediately preceding the vacation period.

14.04 If an employee performs work on a recognized holiday, he may elect to receive another day off with pay in lieu of holiday pay for that day. The employee must inform the Company of his election to take a lieu day on or before the holiday worked and the substituted holiday shall be selected by mutual agreement no later than thirty (30) days following the holiday worked. Time and one-half (1 1/2) will be paid for all hours worked on a holiday listed in 14.01 herein.

14.05 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such holiday shall also be observed, if not already listed in the above holidays.

ARTICLE 15 - VACATIONS

15.01 An employee in the active employ of the Company shall be entitled to an annual paid vacation on the following basis:

- 1) employees having less than one (1) year of service shall accrue one (1) day per month to a maximum of ten (10) days, to be taken as paid vacation time off after July 1 of that year and before June 30 of the following year;
- 2) an employee with more than twelve (12) months continuous service with the Company as of July 1 of each year shall be entitled to two (2) weeks of vacation without loss of pay;
- 3) an employee with five (5) years or more of continuous service with the Company as of July 1 of each year shall be entitled to three (3) weeks of vacation without loss of pay;

- 4) an employee with ten (10) years or more of continuous service with the Company as of July 1 of each year shall be entitled to four (4) weeks of vacation without loss of pay;
- 5) an employee with fifteen (15) years or more of continuous service with the Company as of July 1 of each year shall be entitled to five (5) weeks of vacation without loss of pay;
- 6) an employee with twenty (20) years or more of continuous service with the Company as of July 1 of each year shall be entitled to six (6) weeks of vacation without loss of pay.

15.02 For purposes of determining increased vacation entitlement, the appropriate date shall be July 1 of each year.

15.03 For purposes of determining continuous service in Article 15.01 hereof, the Company shall use the number of continuous years the employee has on its payroll as a full-time and part-time employee combined.

15.04 An employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.

15.05 Vacation lists will be posted bi-annually and employees shall select their choice of vacation in order of seniority.

- For the vacation period of July 1 to December 31, the deadline for submissions is May 1 and the approved list will be posted no later than May 31st.
- For the vacation period of January 1 to June 30, the deadline for submissions is November 1 and the approved list will be posted no later than November 30th.

It is understood and agreed that the Company will allow twenty per cent (20%) of employees in each classification to be off on vacation at any one time.

Vacation time is not cumulative and must be taken by June 30th each year.

Vacation time must be taken in one (1) week blocks, Sunday through Saturday. The Employee will be permitted to use a maximum of five (5) vacation days, one day at a time for personal use.

Vacation time is not cumulative and must be taken before the end of the vacation year. Vacation requests during the season shall be granted up to a maximum of twenty (20%) per cent in each classification, subject to operational requirements.

Vacation time shall be taken in one (1) week blocks, Sunday through Saturday and any request for vacation must be submitted a minimum of four (4) weeks prior.

ARTICLE 16 - HEALTH & WELFARE and PENSION

16.01 Health & Welfare Benefits Trust Fund

a) Full-Time Bargaining Unit Employees

The Company agrees to contribute to the Teamsters Local Union 847 Health & Welfare Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Local Union 847 Health & Welfare Trust Fund.

Effective upon ratification the Company shall contribute \$350.00 plus any applicable taxes, per month on behalf of each full-time Bargaining Unit employee who has completed the probationary period and who has worked any part of the month, including full-time Bargaining Unit employees who elect to work past age sixty-five (65).

Effective July 1, 2020 the premium is increased to \$375.00 plus any applicable taxes.

Effective July 1, 2021 the premium is increased to \$400.00 plus any applicable taxes.

The Company shall forward all Trust Fund contributions monthly, together with a list of all eligible members being reported each month within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The Company agrees to provide any other forms or reports, or information as required for the proper administration of the plan by the Board of Trustees upon request.

(b) Applicable Taxes

The Company shall be responsible for any provincial and/or federal taxes that are due and payable on the Health and Welfare contributions.

(c) Extension of Benefits for Non-Compensable or Compensable Disability or Injury

The Company shall continue welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Local Union 847 Health & Welfare Trust Fund for any member who is off work due to non-compensable disability or a compensable disability or injury. For compensable and non-compensable injuries, the Company agrees to continue contributions for the duration of the period of disability.

(d) Extension of Benefits due to Layoff

The Company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Local Union 847 Health &

Welfare Trust Fund for any member who is laid off. Benefits will continue for three (3) calendar months following the date of lay off.

- (e) A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1. The Company is only responsible for the monthly contribution as described above. Retiree Benefits are described in Schedule 2.

16.09 Pension

- a) The Company agrees to participate in the Teamsters Local Union 847 Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.
- b) Effective as of January 1, 2014, the Company will contribute 5% of pensionable earnings per month for each full-time member of the Bargaining Unit who has completed one (1) year of service. The Pension Formula will be calculated as follows: 5% of earnings per month (excluding any applicable premiums). Members who are currently receiving \$1.00 per hour will continue to receive that rate or the new rate, under the 5% formula, whichever is higher.

The Company shall forward all contributions monthly, together with a list of all eligible members being reported each month, within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The contributions will be credited to a separate account established for each member and the member will determine how his account will be invested within a selection of investment funds available from the Financial Institution as determined by the Company from time to time in consultation with the Union.

No member contributions are required.

- c) **Voluntary Employee RRSP Contribution**

The employer agrees to participate in the Teamster Local Union 847 Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the employer with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The employer will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Local Union 847 Pension Plan administrative agent. The employer will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Local Union 847 Pension Plan as described in Schedule 3 herein.

- d) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Teamsters Local 847 Pension Plan administrative agent within 20 days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.

- e) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to:
- (i) all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN);
 - (ii) addresses to be updated as well as marital status, terminations or resignations to be clearly identified;
 - (iii) distribute enrolment kits to eligible members;
 - (iv) collect completed enrolment forms from members and forward to service provider;
 - (v) where a member has not completed enrolment forms, follow up with the member until forms have been forwarded to service provider.

f) **Extension of benefits for Non-compensable or Compensable Disability or Injury**

The Company shall continue Pension benefits, for a period not to exceed twelve (12) months, by remitting the contribution rate defined in this Collective Agreement as specified herein for any employee who is off work due to a non-compensable disability or injury or a compensable disability or injury.

g) **Extension of Benefits for Employees on Lay-Off**

The Company shall continue pension benefits by remitting the contribution rate defined in the Collective Agreement as specified herein for any member who is off work due to lay-off for a period of one (1) months following the date of each lay-off. The Company shall not continue Pension Benefits for any employee taking an unpaid leave of absence.

A summary of the Pension Plan is attached, for information purposes only, as Schedule 3. The Company is only responsible for the monthly contributions as described above and for providing the information required to administer the Pension Plan.

16.10 **Personal Leave Time**

Employees may use two (2) of their five (5) single vacation days for emergency leave for a valid and verifiable reason.

ARTICLE 17 – CLASSIFICATION, RATES OF PAY AND SPECIAL ALLOWANCES

17.01 The following straight time hourly rates shall be in effect during the term of this Agreement.

Classification	Current Rate	July 1, 2019	July 1, 2020	July 1, 2021
Front of House				
Server	12.45	\$0.50 (fifty cents) over the Ontario minimum wage		
Bartender	12.45	\$0.50 (fifty cents) over the Ontario minimum wage		
Barback	14.00	14.25	14.50	14.75
Busser	14.00	14.25	14.50	14.75
Hostess	14.45	14.70	14.95	15.20
Back of House				
Chef de Partie	19.40	20.15	20.65	20.90
Lead Cook	17.90	18.65	19.15	19.40
2 nd cook	16.35	17.10	17.60	17.85
3 rd cook	14.30	15.05	15.55	15.80
Dishwasher	14.30	15.05	15.55	15.80

Employees covered under the grid above which are at a higher rate of pay, shall be red circled until the higher rate has been reached.

17.02 Lead Hand Premium

The Lead Hand premium shall be one dollar and fifty cents (\$1.50) per hour worked for employees so appointed and the Company retains sole discretion to appoint, maintain or delete the use of lead hands. It is understood that the shift premium is an integral part of the employee's wage rate and therefore it is included in the holiday pay, vacation pay etc.

17.03 The Company will continue to supply employees with work gloves and safety glasses. This protective clothing and safety equipment will remain the property of the Company. The Union will co-operate with the Company by insisting that employees make use of such equipment for their protection.

17.04 The Company will reimburse one hundred and twenty dollars (\$120.00) per year for safety shoes to the bar backs and will reimburse one hundred and twenty dollars (\$120.00) for non-slip shoes to the kitchen staff and bartenders.

17.05 Shift Premium

- a) A shift premium of sixty (60) cents per hour will be paid for all hours worked on a scheduled shift which commences after 9:00 p.m.;
- b) all hours worked by an employee during the work day shall be considered as being worked on the shift on which he started to work;

- c) no premiums, including shift premiums, shall be pyramided with overtime premiums.

17.06 For all purposes herein, any shift which during the regular work week starts:

- at or after 1:00 pm and before 9:00 p.m., shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts,
- at or after 9:00 p.m. and before 5:00 a.m., shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts,
- any other shift shall be a "day shift".

17.07 **Temporary Assignment**

When an employee is assigned to another classification to perform a job for which he is qualified and able, on account of an emergency situation, the employee shall receive his own rate or the rate of the job to which he is assigned, whichever is higher, for all hours worked in the assigned position.

17.08 **New Classifications**

The Company agrees to notify the Union in writing prior to the establishment of any new classification within the existing Collective Agreement.

The parties will then meet within ten (10) days of receipt of the written notice and negotiate an hourly wage rate for any new classification.

In the event the parties are unable to reach agreement on the hourly wage rate for a new classification, the matter will be referred to arbitration in accordance with Article 9 of the Arbitration Procedure contained herein and the arbitrator will have the authority to establish the hourly wage rate.

The arbitrators' decision will be final and binding on the parties.

17.09 The Company will provide necessary uniform(s), or part(s) of uniform(s) to each employee, which the employee will be required to wear while at work. Employees are expected to conform to the Company's dress codes for each classification and the Company will maintain them to the quality level as defined by the Company dress code.

The Company will arrange for the alteration of any newly issued tailored uniform piece(s) at no cost to the employee. Dry cleaning will be provided at regular, reasonable intervals by the Company, at no cost to the employee.

The Company retains the right to refuse work to an employee who reports to work without a complete uniform. Said employee shall not be entitled to either call back pay or reporting pay.

The Company retains the right to charge employees the cost of replacement for loss or damage to all or part of the employee's uniform if such loss or damage is deemed to be due to negligence on the part of the employee. It is understood that the Company shall not change its uniform policies after October 1 of each year if such change results in additional expenses for employees.

ARTICLE 18 - BULLETIN BOARD

18.01 The Company will provide a bulletin board in a satisfactory location in the workplace for the convenience of the Union in posting notices of union activities. All such notices must be signed by an authorized officer of the Union.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Company shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules, and shall have the right to make recommendations to the Company respecting the safety and health of employees.

ARTICLE 20 – TERM OF AGREEMENT

20.01 This Collective Agreement shall, unless changed by mutual consent, continue in full force and effect from **July 1, 2019 to June 30, 2022** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing within ninety (90) days immediately prior to the expiration date that it desires to amend this Collective Agreement.

20.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.

20.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Collective Agreement prior to the current expiry date, this Collective Agreement shall continue in full force and effect until a new Collective Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Dated in Toronto, Ontario this _____ DAY OF _____, 2020

**ON BEHALF OF THE COMPANY:
Maple Leaf Sports & Entertainment Ltd.**

**ON BEHALF OF THE UNION:
Teamsters Local Union 847**

Les Fisher, Director, Labour Relations & Compliance

Fernanda Santos, President, Chair

Al Rajan, Director, Restaurant Operations

Tom Fraser, Secretary-Treasurer, Co-Chair

Jessica Lawrence, General Manager Real Sports

Andrew McGovern, Chief Steward

Gavin Thomson, General Manager, E11even

Andre Aitchison, Steward

Gulam Chowdhury, Steward

Jagit Warraich, Steward

Nicole Garnette, Steward

Mario Gates, Steward

Latika Roach, Steward

Rachel Daly, Steward

Mariam Raja, Steward

Jeff Snow, Chief Steward, Guest

APPENDIX "A"

(Reference Article 1.02 Part-Time employees)

- A-1 a) Part-time employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 5.03 of this Agreement, except that he shall not pay initiation fees;
- b) for the purpose of this clause, part-time employees and students shall all have the same meaning when either term is used.
- A-2 The purpose of part-time help is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignment.
- A-3 a) The ratio of total part-time/full-time employee's hours worked shall not exceed 75/25 front of the house and 50/50 back of the house;
- b) it is understood and agreed that the calculation of the number of permissible part-time employees' hours is to be based on twelve (12) week reconciliation and the Company agrees to provide a monthly list of part-time employee hours to the Chief Steward, along with a breakdown of all absentee hours. Employees absent on a permanent injury or disability shall not be considered as absent for this purpose. All hours worked by part-time employees exclusive of relief work performed for employees who are absent or on vacation or job posting and exclusive of seasonal work, in excess of the allowable amount on a monthly basis shall trigger an automatic posting for a full-time position. If no existing employees post on the job it shall be considered filled for the purpose of calculating hours at the next reconciliation and the job (s) shall be filled by new hire(s);
- c) employees can switch their shift amongst each other, provided that such exchange will not create overtime for either one and that the exchange is duly recorded and approved with the Company prior to the exchange taking place.
- A-4 Seniority for part-time employees shall be for the purpose of promotion or to be hired for a full-time position.
- A-5 The use of part-time employees shall not result in the lay-off or reduction of regular hours (forty (40) hours) worked of any Bargaining Unit employees.
- A-6 Part-time employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-7 A part-time seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union office.
- A-8 Part-time employees shall be paid as per Article 17 of the Collective Agreement.

- A-9 a) The schedules of work are to be posted as early as possible on Thursday by the Company.

The work week commences at 12:01 a.m. Sunday and ends the following Saturday at 11:59 p.m.

The Company shall attempt to minimize changes to the posted schedule. Where changes occur, the Company will give as much notice as possible to affected employees.

Part-time employees shall be scheduled in accordance with the following:

- 1) seniority;
- 2) the Company determines shifts (start times and estimated end times) available and available days off based on business demands;
- 3) the employee has the skill and ability to perform the work of the available shift;
- 4) once posted, the schedule is deemed final with respect to employees' days off and shift preference.

b) **Scheduling of All Employees**

As much in advance as possible, the Company will communicate upcoming availability through an Availability Calendar and Website. The Company reserves the right to amend the Availability Calendar as necessary. All amendments will be communicated to the employees at the earliest possible time.

STEP 1

An employee will be eligible to sign up for shifts for which employees are required, as detailed in the Availability Calendar and Website. By the 5th day of the month, the Availability Calendar, listing all the confirmed Availability dates scheduled for the subsequent month will be made available to all employees.

The Availability Calendar will indicate the date of the availability, its tentative starting time, the estimated number of employees required in each classification, and the estimated number of hours to be worked.

From the Availability Calendar, each employee shall indicate only those shifts he is able to work. The employee shall return the completed Availability Calendar to the Company in Workforce by the 18th day of the month preceding the month being scheduled (the "Return Date"). The Company will provide confirmation of receipt of the completed Availability Calendar.

c) **STEP 2**

From the returned Calendars, the Company will make its determination of the actual employees required to work each available shift. An employee will be scheduled to work if he has sufficient seniority to qualify, based on the Company staffing requirements.

In circumstances where the Company cannot meet its staffing requirements for a shift from the Availability Calendar sign-up, the Company will schedule the additional required employees to work based on the reverse order of seniority and these employees will be scheduled and expected to work. The Company will give each employee as much notice as possible of his "Required" status.

It is understood that no employee shall be disciplined for refusing to work a "Required" shift scheduled by management provided the employee has already worked three (3) shifts in the said work week (Sunday to Saturday).

Additions and or deletions to an employee's completed Availability Calendar will be permitted up to 11:59 on the 18th day of the month preceding the month being scheduled.

Employees who submit their Availability Calendars after the Return Date of the month preceding the month being scheduled, will not be scheduled unless required, unless the employee provides a valid and verifiable reason for not doing so.

Employees who are not scheduled to work may voluntarily report to work on a standby basis. Such employees shall wait in a designated area until the Company indicates additional employees are needed to work. Employees will be scheduled to work based on seniority within the needed classification. Any standby employee not assigned to work shall not be paid (call in does not apply) and shall not remain at work.

Should the Company fail to make Availability Calendars continuously available to affected employees on and after the 5th of the month, as set out in an employee's failure to complete and return his Availability Calendar by the Return Date shall not be held against him.

A-10 Part-time employees will not be used for the purpose of depriving regular full-time employees of their regular hours of work on their regular shifts.

Part-time employees shall be offered, in seniority order, all available part-time work up to a maximum of thirty-two (32) hours per week.

In addition, the seniority of an employee shall be lost and the employee shall be deemed terminated if he fails to complete and return his availability Calendar by the return date;

- (i) in two (2) consecutive months; or
- (ii) in any three (3) months in a year; or
- (iii) an employee who fails to sign up for and work a minimum of fifty (50) percent of available shifts to a maximum of eight (8) shifts in each

respective period of one (1) month of the Availability calendar provided in hereof. In the Availability the number of shifts available in the Availability Calendar is an odd number, the number of shifts referred above shall be rounded down.

- A-11 Part-time employees shall not be used while full-time Bargaining Unit employees are on lay-off until said employees are first offered recall to work.
- A-12 Part-time employees shall receive the paid holidays listed in Article 14 of the Collective Agreement, all in accordance with the eligibility and payment criteria set out in the Employment Standards Act.
- A-13 Part-time employees shall receive vacation pay calculated as follows and payable December 15th of each year for the preceding year ending November 30th, by cheque, as applicable;
- a) Four percent (4%) for all employees with zero (0) to six (6) years of continuous service with the Company;
 - b) six percent (6%) for all employees with more than six (6) years and up to twelve (12) years of continuous service with the Company;
 - c) eight percent (8%) for all employees with more than twelve (12) years of continuous service with the Company;
 - d) vacation percentage (%) based on total wages earned, includes the previous year's vacation pay.
- A-14 Part-time employees and students shall be granted the rest periods as set out in Article 13.02 of this Agreement.
- A-15
- a) A part-time employee will be paid overtime on the basis of time and one half (1½) of his hourly rate for all hours worked in excess of forty (40) hours in a week;
 - b) a part-time employee will be entitled to shift premiums on the same basis as is applicable to an employee covered under Article 17.05 in this Agreement;
 - c) a part-time or a student employee shall be entitled to file grievances according to the Grievance and Arbitration procedures as set out in this Collective Agreement regarding matters arising out of this Appendix;
 - d) **Stewards' Representation**
 A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned and a Steward present, failing which, the discipline shall be deemed null and void.

A-16 Uniforms

The Company will provide necessary uniform(s), or part(s) of uniform(s) to each employee, which the employee will be required to wear while at work. Employees are expected to conform to the Company's dress codes for each classification and the Company will maintain them to the quality level as defined by the Company dress code.

The Company will arrange for the alteration of any newly issued tailored uniform piece(s) at no cost to the employee. Dry cleaning will be provided at regular, reasonable intervals by the Company, at no cost to the employee.

The Company retains the right to refuse work to an employee who reports to work without a complete uniform. Said employee shall not be entitled to either call back pay or reporting pay.

The Company retains the right to charge employees the cost of replacement for loss or damage to all or part of the employee's uniform if such loss or damage is deemed to be due to negligence on the part of the employee. It is understood that the Company shall not change its uniform policies after October 1 of each year if such change results in additional expenses for employees.

- A-17 In the event a part-time employee or student is hired to a permanent full-time position, his time worked prior to being hired to a permanent full-time position shall be credited towards the probationary period described in Article 10.01.

APPENDIX "B"

JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

2. Structure of Committee:

For the Company

Management (up to the number of Stewards)

Guests

For the Union

Stewards

Guests

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement or to settle grievances arising under the Collective Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Company. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

7. Chair Responsibility:

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

SCHEDULE 1

SUMMARY OF WELFARE BENEFITS TEAMSTERS LOCAL 847 HEALTH & WELFARE TRUST FUND.

Benefits for Full Time Bargaining Unit Employees

Benefits for Active Members and Eligible Dependents

Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school). The Spouse of a deceased Member will receive free coverage for twelve (12) months following the death of the Member.

LIFE INSURANCE:

All Active Members are covered for two times basic annual earnings rounded to the next higher \$1,000, to a maximum of \$500,000. Coverage terminates at age 70 or retirement, if earlier.

ACCIDENTAL DEATH AND DISMEMBERMENT:

In the event of accidental death, AD&D provides an additional amount of coverage equal to two times basic annual earnings rounded to the next higher \$1,000, to a maximum of \$200,000. In the event of accidental loss of limbs etc. a percentage of the principle sum is payable in accordance with the schedule of losses, as set out in the master policy. Coverage terminates at age 70 or retirement, if earlier.

DEPENDENT LIFE INSURANCE:

Life Insurance of \$10,000 is provided for your eligible Spouse. Each eligible child (from 24 hours of age) is covered for \$5,000 of Life Insurance. Coverage terminates at age 70 or retirement, if earlier.

WEEKLY DISABILITY BENEFIT:

Schedule: The Weekly Disability Benefit is 70% of basic weekly earnings up to the EI Maximum.

Maximum Benefit Period: For any one period of total disability, benefits will be payable until the end of the 26-week period following the elimination period, but not beyond the date you are retired.

Qualifying Period: Payment of Weekly Disability Benefits begins after satisfying the elimination period, which is 0 days for accident or hospitalization, and 7 days for all other disabilities.

Employment Insurance Integration: This is an Employment Insurance (EI) Integrated Plan. No Weekly Disability Benefits will be payable during the 15-week period when disability benefits would normally be paid under the Employment Insurance Act of Canada. If you become totally disabled, you must apply to EI for sickness benefits. If you meet EI eligibility requirements, you will receive a maximum of fifteen weeks of benefit payments from EI. Weekly Disability Benefits (re)commence after the termination of EI disability benefits and are payable up to your 26th week of disability.

If you do not qualify for any EI benefits, or your disability benefits are terminated through EI prior to receiving 15 weeks of payments, you must submit proof to the Plan Administrator that you are not eligible

for disability benefits through EI or proof of the date of your last payment (if applicable).

Motor Vehicle Accidents: No Weekly Disability Benefit will be payable for any disability resulting from a motor vehicle accident.

Termination: The Weekly Disability Benefit terminates on your 70th birthday or the date you retire, if earlier.

LONG TERM DISABILITY BENEFIT: The Long-Term Disability Benefit insures 66.67% of monthly earnings to a maximum benefit of \$3,000 per month, payable upon Total Disability. No CPP Offsets. The maximum income from all sources during disability will not exceed 85% of the pre-disability gross monthly earnings. The benefit payable is taxable upon receipt.

Elimination Period – Payment of benefits will begin after being Totally Disabled for 26 weeks or after the Weekly Disability Benefit period, if longer.

Definition of Total Disability –

During the Elimination Period and the first 24 months following the Elimination Period: The Member is not able to perform the essential duties of his or her own occupation and earn at least 80% of his or her indexed pre-disability gross monthly earnings* due to an illness or injury.

Thereafter: The Member is not able to perform the essential duties of his or her own occupation or any occupation for which he or she is or could become reasonably qualified by training, education, and experience and earn at least 70% of his or her indexed pre-disability gross monthly earnings* due to the same illness or injury.

Maximum Benefit Period – Payments will terminate upon the earliest of the member's 65th birthday, retirement, or recovery.

EXTENDED HEALTH CARE PLAN:

Eligible expenses are covered at 100% to an annual maximum of \$25,000 and a lifetime maximum of \$1,000,000 per covered person. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Health Insurance Plan or any other government plan, including WSIB.

THERE IS NO COVERAGE FOR SEMI-PRIVATE HOSPITALIZATION IN CANADA.

Prescription Drug Plan: Eligible prescription drugs are covered at 100%. Eligible drugs include serums, vaccines, and insulin including needles and syringes. Such drugs and medicines must be obtainable only by prescription from a person entitled by law to prescribe them and must be dispensed by a licensed pharmacist, physician, or other health care practitioner as authorized by provincial legislation.

The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$8.00 per prescription. A maximum of one dispensing fee of \$8.00 is payable for every 90-day supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$8.00. Benefits include a pay direct Drug Card for the Managed Health Care Drug Plan. This pay direct drug card will enable you and your dependents to have your eligible expenses processed by the pharmacist with little or no out-of-pocket expenses to you.

Pharmacy Listing – You have the choice of purchasing your drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is available. Simply go to www.manionwilkins.com, then click on Managed Health Care, choose your province, then your city, and you will find the names and addresses of the pharmacies in your city along with the maximum, minimum and average level of their dispensing fees. This list is updated on a quarterly basis and is also available by contacting the Plan Administrator's Contact Centre.

Health Practitioners are covered, including x-ray charges, by any of the following practitioners who are registered and legally practising within the scope of their professions, up to the following maximums:

- a chiropractor, osteopath, naturopath, podiatrist/chiropracist, acupuncturist, registered clinical psychologist, physiotherapist, registered massage therapist orthophonist/speech therapist up to a maximum of \$1,000 per calendar year per family, for all practitioners combined.

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Insurance Plan.

Orthopaedic shoes/orthotics are covered up to \$200 per shoe or up to a maximum of \$400 per calendar year. To be covered under the plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist, or chiropracist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropracist, pedorthist or orthotist, and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, symptoms and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. **Important Note:** To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

Breast prosthesis are covered up to \$150 in any five-year period

Artificial limbs, eyes, back and neck braces are covered up to \$750 per appliance, per lifetime

Hearing Aids are covered up to \$500 every five years

Support Hose and Surgical Stockings are covered up to a maximum of 2 pairs per calendar year. To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided they have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition.

Out-Of-Hospital nursing are covered at 80%, for private duty nursing care to a maximum of \$25,000 every three years, by a registered nurse (R.N.) who:

- is not a member of your family; and.
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

Vision Care Benefits are covered for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$300 for persons age 18 and under, or \$300 in any 24-month period for persons over age 18. Charges for corrective contact lenses are covered only if vision can be improved to at least the 20/40 level, to a maximum of \$300 per lifetime. Eye examinations are covered for individuals over age 20, but younger than age 65, up to a maximum of \$80 every 24 months.

EMERGENCY OUT OF COUNTRY MEDICAL COVERAGE: 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. There is a \$5,000,000 lifetime maximum for each covered person. Trips are limited to a maximum of sixty (60) consecutive days. This coverage terminates at age 80. The coverage is outlined in the policy.

DENTAL BENEFITS: Covered Dental benefits are subject to the maximums provided in the current year's Ontario Dental Association (ODA) suggested fee guide. Coverage terminates at retirement.

Percentage Payable

Basic Dental Services are covered at 100%

Major Dental Services are covered at 50%

Orthodontic Services are covered at 50%

Benefit Maximum

Basic and Major Services – A combined maximum of \$2,000 per calendar year.

Orthodontic Services - \$2,500 per lifetime per dependent child.

Covered Charges

Covered charges are those for needed dental care, services or supplies, as described below and received while the Member is covered, for either a disease or injury that is non-occupational.

The following services or supplies are covered subject to benefit maximums:

Basic Dental Services

- Oral exams, including scaling and cleaning of teeth, but not more than once every 6 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride (once per 6 months);
- Dental x-rays, except that bite-wing x-rays (once per 6 months);
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards;
- Endodontic treatment, including root canal therapy.

Major Dental Services - Dentures:

- First installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is insured;
- Denture adjustments that occur more than three months after installation;
- Replacement of an existing partial or full removable denture, if it;
 - was installed at least five years before and cannot be made serviceable; or
 - is a temporary full denture which replaces one or more natural teeth extracted while the person is covered and for which replacement by a permanent denture

is required and takes place within one year from the date the temporary denture was installed; and

- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is covered.

Major Dental Services - Crowns and Bridgework

- Inlays, onlays, gold fillings and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured.
- Replacement of existing bridgework, but only if it was installed at least five years before and cannot be made serviceable; and
- Addition of teeth to an existing fixed bridgework, if required to replace one or more natural teeth extracted while the person is covered.

Orthodontics (Dependent Children Only)

- Diagnostic procedures, including models
- Therapy and appliances; and
- Correction of malocclusion

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Limitations

No amount will be paid for charges for:

- Dental care which is cosmetic;
- Broken appointments;
- Dental care covered under a medical plan provided by an employer or government;
- Treatments for which, in the absence of insurance, there would be no charge;

- Stainless steel crowns on permanent teeth;
- Oral hygiene instruction or nutritional counselling;
- Protective athletic appliances;
- A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- Replacement of lost or stolen prostheses; or replacement of bridgework
- Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.

GENERAL:

- Each Member will be given a Pay-Direct Drug Card / Dental Card. **IMPORTANT NOTE: THERE IS ONE COMBINED CARD FOR DRUG AND DENTAL COVERAGE.**
- A separate brochure and Identification Card are provided for the Emergency Out of Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and Dental Care Self-Funded Plan Document issued to the Trustees of the Teamsters Local Union 847 Health & Welfare Trust Fund will prevail subject to any overriding government legislation.
- The benefits in this Collective Agreement and in the Policy are subject to change at the discretion at the Board of Trustees.

Note:

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

**Manion Wilkins & Associates Ltd.
500 – 21 Four Seasons Place
Etobicoke, Ontario M9B 0A5**

416-234-5044

Toll Free - 1-800-263-5621 Fax – 416-234-2071

Contact Centre: 416-234-3511

Toll Free - 1-866-532-8999

Fax – 416-234-2071

**Email: info@manionwilkins.com
Website: www.manionwilkins.com**

Schedule 2

SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS LOCAL 847 HEALTH AND WELFARE TRUST FUND.

Benefits for Retired Members and Eligible Dependents

Full details of the eligible expenses and exclusions are outlined in the Teamsters Self-Funded Health Care and Dental Care Plan Document.

ELIGIBILITY FOR RETIRED BENEFITS

Requirements: If you have a minimum of 5 years of continuous plan participation since the addition of Retiree Benefits in your Collective Agreement, and have attained age 60 prior to retirement, then you and your eligible dependents qualify for Retiree Health and Dental Benefits.

Eligible Dependents: Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school on a full-time basis). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

EXTENDED HEALTH CARE PLAN

Deductibles: The annual deductible is \$25 for singles and \$50 for families.

Extended Health Lifetime Maximum: The lifetime maximum for Extended Health Care coverage is \$100,000 per covered person.

HOSPITAL: THERE IS NO SEMI-PRIVATE HOSPITAL COVERAGE IN CANADA.

Prescription Drug Plan: Ingredient costs for eligible drugs are covered at 100%. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$8.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

When a Generic Equivalent is available, the Plan will only cover the cost of the Generic equivalent. Members may still obtain the Brand version of a Drug, but the Plan will only reimburse based on the cost of the Generic Equivalent if there is one available (even when a doctor requests no substitutes).

Pharmacy Listing – You have the choice of purchasing your drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is available. Simply go to www.manionwilkins.com, then click on Claims and, under the Managed Health Care heading, choose the hyperlink to either the list of pharmacies in Ontario or your province, then scroll down until you find your city, and you will find the names and addresses

of the pharmacies in your city along with their dispensing fees. This list is updated on a quarterly basis and is also available by contacting the Plan Administrator's Contact Centre.

There is an annual maximum for drug claim reimbursement of \$5,000 per covered person.

The following items are subject to a lifetime maximum of \$20,000 per covered person:

- **Vision Care:** Vision care coverage is at 100%. Covered charges include those for eligible contact lenses, eyeglasses lenses, and eyeglasses frames. Charges for sunglasses or safety glasses of any kind are excluded. The maximum amount payable for contacts and eyeglasses is \$300 in any 12-month period for persons under age 18, or \$300 in any 24-month period for persons age 18 or over. Eye examinations are covered for individuals age 20 or over but younger than age 65, up to a maximum of \$80 every 24 months. For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$300 per lifetime, and only if vision can be improved to at least the 20/40 level.
- **Breast Prosthesis:** Covered to a maximum of \$150 in any 5-year period at 100% coinsurance.
- **Ambulance Services:** Covered to reasonable and customary maximum at 100% coinsurance.
- **Hearing Aids:** Covered to a maximum of \$400 per person per 36 months at 100% coinsurance. Repairs are covered to a maximum of \$100 per calendar year. Batteries are excluded.
- **Dental Care for Accidental Injury:** Dental treatment for the prompt repair of sound natural teeth within 12 months of a non-occupational accidental injury. Covered to a maximum of \$5,000 per accident at 100% coinsurance.
- **Assistive Devices Program (ADP):** Coverage is co-ordinated through the ADP program.
- **Out-of-Hospital Nursing:** Coverage is at 80% coinsurance to a maximum of \$5,000 every 3 years for private duty nursing care. Coverage is for a registered nurse (R.N.) who is not a member of your family and does not normally live in your home. Out-of-Hospital Nursing is covered only when medically necessary and ordered by a licensed doctor (M.D.) for a disability that requires the specialised training of an R.N.

EMERGENCY OUT-OF-COUNTRY BENEFITS

Emergency OOC claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person age 80 or over is covered. Trips are limited to a maximum of one hundred and eighty (180) consecutive days. Coverage terminates upon member's attainment of age 80 or earlier retirement.

DENTAL BENEFITS

Fee Guide: Dental services are covered up to fee listed in the current years' Ontario Dental

Association (ODA) suggested fee guide, subject to the provisions below.

Deductible: The annual deductible is \$25 for singles and \$50 for families.

Coinsurance: Basic Dental Services are payable at 100%.
Major Dental Services covers dentures only at 50%.

Maximum: The maximum amount payable for Basic and Major Dental Services combined is \$2,000 per calendar year.

Basic Dental Services:

- Oral exams, including scaling and cleaning of teeth, but not more than once every 12 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride but not more than one application every 12 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 12 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining, or rebasing of dentures;
- Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

Major Dental Services – Dentures Only:

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured; and
- Replacement of existing dentures or bridgework, if it is:
 - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan; or
 - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

GENERAL:

- Each Member will be given a Pay-Direct Drug Card / Dental Card. **IMPORTANT NOTE: THERE IS ONE COMBINED CARD FOR DRUG AND DENTAL COVERAGE.**
- A separate brochure and Identification Card are provided for the Emergency Out of Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and Dental Care Self-Funded Plan Document issued to the Trustees of the Trust Fund will prevail subject to any overriding government legislation.
- The benefits in this Collective Agreement and in the Policy are subject to change at the discretion at the Board of Trustees.
- **Limitations - No amount will be paid for charges which are directly or indirectly related to:**
 - Care which is cosmetic;
 - Broken appointments;
 - Care covered under a medical plan provided by an employer or government;
 - Treatments for which, in the absence of insurance, there would be no charge;
 - Stainless steel crowns on permanent teeth;
 - Oral hygiene instruction or nutritional counselling;
 - Protective athletic appliances;
 - A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
 - Replacement of lost or stolen prostheses; or replacement of bridgework
 - Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.
 - Treatment or services that contravene any GHIP plan in Canada;
 - Suicide or any attempt at suicide or any attempt thereat or self-inflicted injuries while sane or insane;
 - An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority
 - The committing of or attempt to commit an assault or criminal offence.

Note:

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

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Email: askus@mymanion.com

Website: www.manionwilkins.com

Schedule 3

Summary of Pension Plan

PENSION PLAN:

The Teamsters Local Union 847 Pension Plan was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the employer(s) and the union except that the union is the plan sponsor.

RESPONSIBILITY:

THE UNION: As the Plan sponsor, the Union is responsible to negotiate the contribution rates under the Collective Agreement and to select the Insurance Carrier. From time to time the Union will survey the Insurance Carriers in the marketplace to ensure that the rates are very competitive and to secure the best deal possible for the Pension Plan Members at NO COST to the Plan Members.

THE EMPLOYER: The employer is only responsible for remitting the contribution rates and providing the pertinent information required to administer the Pension Plan as specified under Article 16.09.

PENSION PLAN MEMBER: The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to him through the Insurance Carrier, or others of his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income.

Note: The Union utilizes the services of an Insurance carrier to provide the custodial services and investment funds that each individual member selects according to their investment profile and time horizon.

Money Purchase or Defined contribution Plan:

Under this arrangement contributions as specified herein are directed to individual Members' Accounts. Each member will have an individual account set up with the Insurance carrier. It is similar to an RRSP except that an annuity (monthly pension) or Life Income Fund (LIF) must be purchased to provide for a monthly pension income at retirement. Members' Accounts are administered as follows:

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Member's account and invested by (a) professional investment manager(s) as selected by each member.
- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

The Fund investments include guaranteed investment certificates (GIC), money market securities, bonds and equities funds. Each member will have the opportunity to consult with the Insurance carrier's licensed Financial Consultant and select the investment fund(s) that best suit their investment risk profile and time horizon. Members will have the opportunity to change investment fund(s) as required by notifying the Insurance carrier.

Vesting:

A member is entitled to the value of his Member's Account immediately upon becoming a Member of the Plan. After 2 years of Plan membership, the Member's Account is locked-in and must be used to provide a monthly pension. No benefits are paid until a member terminates employment, retires or dies.

Retirement:

Under this Plan the "Normal Retirement Age" is 65, however, early retirement is available from age 55. Upon retirement a monthly pension benefit (annuity) or LIF is purchased using the full value of Member's Account at the time of retirement.

Termination:

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a deferred pension (or if at least age 55 an immediate pension) using the full value of his/her Member's Account; or to transfer the full value of his/her Member's Account to a locked-in RRSP, another registered Pension Plan (or a Life Income Fund, if applicable).

If a Member is not locked-in when he/she leaves the Plan, the Member will receive a lump sum payment equal to his/her Member's Account.

Pre-Retirement/death:

In the event of death, the member's Spouse or, if no Spouse, the member's beneficiary will be entitled to the full value of the Member's Account. The type of benefit varies if the entitlement is payable to a Spouse. It is also dependent on the member's age at the date of death.

This is a brief summary only. The above does not create or confer any contractual or other rights. A member's pension rights are governed by the Rules and Regulations of the Pension Plan.

A benefit plan summary (booklet) will be provided by the insurance carrier.