

# COLLECTIVE AGREEMENT

-BETWEEN-



MAPLE LEAF SPORTS + ENTERTAINMENT

**MAPLE LEAF SPORTS & ENTERTAINMENT LTD.**

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 EVENTS DIVISION**

**Term: July 1, 2023 to June 30, 2028**

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## **ARTICLE 1 – PURPOSE**

1.01 WHEREAS the Company owns, manages and operates Sports & Entertainment buildings and facilities in Toronto, Ontario known as the Scotiabank Arena (SBA) and BMO Field (BMO) and Coca-Cola Coliseum (CCC).

AND WHEREAS the Scotiabank Arena, BMO Field and Coca-Cola Coliseum are used for a wide variety of games and events for public and private audiences;

AND WHEREAS the general purpose of this Agreement between the Company and the Union is to establish and maintain a mutually satisfactory relationship between the Company, the Union and the employees represented by the Union, as follows:

- (a) orderly collective bargaining relations as set forth in the Ontario Labour Relations Act;
- (b) provide procedures for the prompt and equitable disposition of all grievances between the parties which may arise under this Agreement;
- (c) establish and maintain working conditions, hours of work and wage rates for all employees who are subject to the provisions of the Agreement; and
- (d) assist the Company in the efficient operation of its business.

WITNESSETH that in consideration of the agreements, conditions, premises and covenants hereinafter set forth, the parties hereto agree as follows:

### **1.02 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 "C".

## **ARTICLE 2 - DEFINITIONS AND INTERPRETATION**

2.01 Unless otherwise stated, the word "day" or "days" shall mean calendar day or days.

2.02 "Event(s)" shall mean all events and attractions held in the Scotiabank Arena, BMO Field and Coca-Cola Coliseum including but not limited to, the games of the Toronto Maple Leaf Hockey Club, the Toronto Raptors Basketball Club and the Toronto FC Soccer Club; provided however, that where events or attractions have more than one (1) performance, each performance of that event or attraction will be considered to be a separate event or attraction, except when there are two hours or less in between the shifts, it may be considered one event.

2.03 The term "Employee" or "Employees" used in this Agreement, unless otherwise specified, means a part-time Employee or part-time Employees, employed within the Bargaining Unit for which the Union is recognized as described in Article 3.01.

2.04 The masculine gender, wherever used herein, shall mean and include the feminine gender.

- 2.05 No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

### **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company in the Municipality of Metropolitan Toronto, save and except forepersons, persons above the rank of foreperson, office, clerical and sales staff, security officers, customer service representatives, tour guides and employees in Bargaining Units for which any trade union held bargaining rights as of the date of application (April 21, 1992).

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the Bargaining Unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board; dated at Toronto on October 27, 1993.

- 3.02 A person employed by the Company who is not part of the Bargaining Unit shall not perform Bargaining Unit work; 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, testing for not more than three (3) events and in cases of emergency and where regular employees are not available to do the work.
- 3.03 If, during the term of this Agreement, the Company moves from its current location to another location within fifty (50) kilometers, the Company agrees that this Agreement will continue in effect and that the terms and conditions will continue to apply for the term of the Agreement.
- 3.04 The Company agrees that it will not contract out work performed by the Bargaining Unit or related to the Scotiabank Arena, BMO Field or Coca-Cola Coliseum so long as the Company carries on business in the municipality of Metropolitan Toronto.

The Company may contract out work providing it does not cause a reduction of hours, or the layoff of current employees.

#### **3.05 No Discrimination**

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 DUES**

- 5.01 During the term of this Agreement the Company shall take from the pay of all employees covered by this Agreement on every Event of each calendar month such amount, based on the formula, as may be uniformly assessed by the Union, from time to time, and shall remit the same prior to the tenth (10<sup>th</sup>) day of the following month to the Secretary-Treasurer of the Union.

The Union Chief Steward, appointed by the Union in accordance with Article 7.02, will be subject to initiation fees and union dues, as prescribed by the Union By-Laws and Constitution and will be considered a full-time employee.

- 5.02 The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of union dues and such notifications shall be the Company's authority to make the deductions specified.

- 5.03 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 to be submitted with current address, postal code and Social Insurance Number;

(b) twelve (12) check-offs per year (calendar month);

(c) Monthly:

- employees 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.

- 5.04 The Company will list the annual regular union dues paid by each employee on their Income Tax T-4 Statement.

- 5.05 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.

- 5.06 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 Company recognizes the right of the Union to appoint or otherwise elect Stewards from the following classifications for the purpose of assisting in presenting grievances to the Company and attendance at committee meetings in accordance with the provisions of this Agreement:

### **Quick Service**

- Concession Attendants/Cooks (4)
- Beer/Kiosk Servers (2)
- Molson Brew House (1)
- Chill Zone/Concourse Bartenders (2)
- In-Seat Service (2)
- Beer Vendor (1)

### **Event Personnel**

- Ushering Staff (3)
- Gate Staff (1)
- Concierge (1)

### **Other areas**

- Platinum Club (1)
- Scotia Club/Hot Stove Lounge (1)
- Catering Department (1)
- Coca Cola Coliseum (3)
- Event Porter (1)

- 7.02 The Union shall keep the Company notified in writing of the names of the Stewards and the effective date of their appointment. In addition, the Union shall be entitled to select one (1) employee with at least one (1) year of seniority to act as the Chief Steward. The Chief Steward's primary function is to perform Union duties and will not suffer any loss of pay; furthermore, the Chief Steward has the option to perform Bargaining Unit work when available, and will be covered under the Union Trust Fund for Health and Welfare and Pension Benefits in accordance with their full-time status.

The Chief Steward has the option to sign up and work any shifts in accordance with his/her seniority and within their Classification.

- 7.03 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.
- 7.04 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 they have completed the probationary period.

- 7.05 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.

The Company will provide the Union with two parking passes. One parking pass for access to the parking garage during events and one additional parking pass for access to the parking garage outside of events

Grievance meetings will normally be held during working hours provided such meetings do not unduly disrupt operations.

- 7.06 The Company will give one (1) day 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 their 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.
- 7.07 The Company agrees to recognize and deal with a Negotiating Committee which shall consist of the Chief Steward and one (1) Steward for each classification, up to twelve (12) Stewards maximum along with representation of the Union. The Company agrees to pay employee members of the Negotiating Committee eight (8) hours at their normal hourly wage rate as per Article 12 for attendance at any scheduled Negotiating Committee meeting pertaining to the renewal of this Collective Agreement, including proposal meetings. It is understood that gratuity Stewards that usually earn tips/gratuities shall receive time and one half (1½) their normal hourly rate in order to compensate for the gratuities they otherwise would have earned on the shift for which they were scheduled to work but did not work because they were participating in the collective bargaining with the Employer.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION 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:

### **STEP 1**

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

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

**STEP 2**

Failing settlement above and within fifteen (15) days of Step 1, the employee shall present their grievance in writing and such grievance shall be taken up between the Union Steward and the immediate supervisor within ten (10) days.

**STEP 3**

Failing settlement above and within fifteen (15) days of Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and will be referred to and taken up between an authorized representative(s) of the Union and an authorized representative(s) of the Company within ten (10) days.

**STEP 4 - Arbitration Procedure**

Failing settlement under Step 3 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 3 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.

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.

**8.02 Discharges and Suspensions**

If an employee who has acquired seniority believes that they have been discharged or suspended without just cause, the grievance shall be presented at Step 3 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, they 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 their inability to attend the meeting, they shall be deemed to have abandoned their employment, unless the employee is unable to attend the meeting for reasons beyond their 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 their regular working hours, as if they were working and they shall report to their immediate supervisor on a daily basis.

However, if an employee is suspended pending investigation, they shall not suffer any loss of pay for the duration of the Company's investigation. The investigation is considered concluded once the Company extends the meeting notification to the employee and the Union via email or phone and the employee is either terminated or returns to work on the first day scheduled by the Company.

- 8.03 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 thirty (30) minute interview with their Steward, then they will immediately leave the premises.

8.04 **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.

Note: Employees who are terminated under Article 9.05 (h) will be sent a termination letter by registered mail to the last address on file.

8.05 **Employee's Record**

Any action or decision in respect of any employee shall not be based on any item in their personnel record which has been on file for more than twelve (12) months. This clause does not apply to infractions under Article 3.05, or any offense related to harassment and or violence at the work place.

- 8.06 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.

- 8.07 If the Company discharges a Union Steward, the Union Steward will be entitled to representation in accordance with Article 8.04 with the Union Steward also having the additional right to be represented by the Chief Steward or the Business Representative at said meeting.

## **ARTICLE 9 - SENIORITY AND ASSIGNMENT OF WORK**

### **9.01 Probationary Employees**

An employee shall be considered a probationary employee for their first sixty (60) shifts or events actually worked, (excluding training or orientation shifts) or three (3) months (beginning with the first shift or event actually scheduled and worked) whichever comes first and will have no seniority rights during that period. The termination of an employee during their probationary period shall not be the subject of a grievance under Article 8. Upon completion of their probationary period, the employee's name will be entered on the appropriate classification seniority list with the seniority dated from the last date of hiring (first day worked from the most recent date of hire). In the event that more than one employee in the same classification starts employment on the same day, a lottery shall be held by the Company in the presence of the Steward to determine the order of the employees' seniority.

### **9.02 Seniority**

Seniority for an employee shall mean their length of service in the Bargaining Unit from the last date of hiring. In the event that more than one employee in the same classification has the same hired date, a lottery shall be held by the Company in the presence of the Steward to determine the order of the employees' seniority.

9.03 The classifications for seniority purposes are in accordance with Article 15.01.

9.04 (a) The Company shall maintain up to date departmental seniority lists at each location showing each employee's seniority date and their classification. The seniority list will be brought up to date every three (3) months and copies of such lists shall be supplied to the Union Office, Union Stewards and posted on the Union bulletin boards in a staff common area. An employee shall have thirty (30) days to challenge the seniority list with respect to their seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive;

(b) there shall be two (2) separate master seniority lists, one (1) for Scotiabank Arena (SBA) and one (1) for Coca Cola Coliseum. Seniority lists will be revised and posted every three (3) months. Copies shall be forwarded to the Union office. In the event that an insufficient number of employees make themselves available, the Company may have the available open shifts filled by whatever means it deems necessary, which may include 3rd party contractors.

9.05 The seniority of an employee shall be lost and the employee shall be deemed terminated if they:

- (a) voluntarily leave the employ of the Company for any reason;
- (b) are discharged and not reinstated through the grievance procedure or arbitration;
- (c) fail to return to work upon expiration of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (d) fail to return to work at the next two (2) scheduled working days after being notified of recall. An employee shall be deemed to be notified or recalled on the second (2nd) day following the posting of a prepaid registered or couriered letter to that effect or

sent electronically via email, addressed to the employee's most recent address or email address on the Company's files;

- (e) are laid off for a period of twelve (12) months;
- (f) subject to Article 9.15, are absent for three (3) consecutive scheduled working days or five (5) scheduled working days in any given month, without giving the Company at least 24 hours' notice of each absence, unless the employee has a valid and verifiable reason;
- (g) are absent for any reason other than illness, compensable injury, or as otherwise authorized by the Company, for a period in excess of twelve (12) months;
- (h) are absent for more than ten percent (10%) of their scheduled working days in a year, subject to Articles 9.01, 9.06 and 11.05 or serious illness;

If a member files a grievance regarding a ten percent (10%) termination the Company will consider any evidence presented by the member prior to the 3rd Step grievance meeting.

Ten percent (10%) termination letters shall include the Chief Steward's contact information.

Doctor's notes must be provided to the Company within three (3) worked shifts from the employees return in order to have an absence excluded from the calculation;

Notwithstanding the above, this Article is not intended to condone patterned or unexcused absences and no shows. Doctor's notes must be provided to the Company in a timely manner in order to have an absence excluded from the calculation;

- (i) although scheduled to work, fail to work at all during any period of sixty (60) consecutive days, unless such failure is due entirely to illness or compensable injury or has been otherwise authorized by the Company; or
- (j) are an employee scheduled to work in accordance with Article 9.12 and they fail to complete and return their Event Calendar by the return date;
  - (i) in two (2) consecutive months; or
  - (ii) in any three (3) months.
  - (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).
  - (iv) in any month in which an employee uses vacation time the minimum number of shifts required to sign up for and work shall be prorated. If an employee uses one (1) week of vacation in a month, the minimum number of shifts shall be reduced by 25% or 2 (8 shifts - 1 week vacation = must work 6 shifts).

9.06 It shall be the duty of all employees to notify the Company and the Union promptly in writing of any change in their address, email address and telephone number. 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.

9.07 An employee's seniority shall continue to accumulate during the first three (3) months following the date of any transfer or promotion outside the Bargaining Unit. The Company shall have the right to return the employee to the Bargaining Unit, as can the employee at their own option, for a period of three (3) months following the date of any transfer or promotion after which all seniority shall be lost. The Union Office and Union Steward shall be notified in writing, within five (5) working days of effective date of such transfer.

9.08 An employee shall only have seniority amongst the employees in their classification.

9.09 **Assignment of Work**

Employees will be assigned work based on seniority as applicable, on an as-needed basis.

9.10 The Company does not guarantee to provide work for any employee or to maintain a normal work week or the hours of work in effect at any time.

9.11 Employees will not be scheduled to perform work in other classifications.

9.12 (a) **Scheduling of All Employees**

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

(b) **STEP 1**

An employee will be eligible to sign up for events for which employees are needed, as detailed in the Event Calendar and Website. By the fifth (5<sup>th</sup>) day of the month, the Event Calendar, listing all the confirmed event dates scheduled for the subsequent month will be made available to all employees.

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

From the Event Calendar, each employee shall indicate only those events they are able to work. The employee shall return the completed Event Calendar to the Company in Workforce by the eighteenth (18<sup>th</sup>) day of the month preceding the month being scheduled (the "Return Date"). The Company will provide confirmation of receipt of the completed Event Calendar.

Employees who are scheduled to work production/set up/non-event shifts not on the Event Calendar and who are absent for such shifts more than twice in any month without providing a valid excuse, shall be excluded from eligibility for such shifts for the next three (3) months.

(c) **STEP 2**

From the returned Calendars, the Company will make its determination of the actual employees needed to work each event. An employee will be scheduled to work if they have sufficient seniority to qualify, based on the Company staffing requirements.

Additions and or deletions to an employee's completed Event Calendar (in writing or via the appropriate hotline) will be permitted up to 2:00 p.m. seven (7) days prior to the event only for those employees who have submitted their calendar by the Return Date.

Event Calendars submitted after the Return Date of the month preceding the month being scheduled will be considered final.

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 on the premises.

Gratuity shifts will be filled by standby only if there are no call no shows. For clarity purposes an employee is declared no call no show if they did not report to work within thirty (30) minutes of their call time.

The Company will post a final event call sheet six (6) days prior to an event. This will indicate the final staffing levels needed for an event.

Should the Company fail to make Event Calendars continuously available to affected employees on and after the fifth (5<sup>th</sup>) of the month, as set out in Article 9.12, an employee's failure to complete and return their Event Calendar by the Return Date shall not be held against them.

- 9.13 The Company retains the right to amend work schedules at any time as reasonably needed due to unforeseeable circumstances beyond the Company's control. Amendments made within seventy-two (72) hours of a shift will be communicated via Vortex. The Company will post finalized schedules of all employees and will email a copy to the Chief Steward.
- 9.14 The Company shall determine which food, alcoholic and non-alcoholic beverage concession stands will be open for each game or event.
- 9.15 The Company shall continue its practice of rotating beer servers in a fair and equitable manner. The Company will create a list of beer servers which are qualified as Bartenders and will schedule them in Bartending prior to requiring from the Bartender's list.
- 9.16 Ushering Personnel shall be assigned to fixed locations subject to the Company being able to maintain a qualified and efficient work force. The company retains its right to transfer employees temporarily as business dictates.

Consideration shall be given to existing placement and/or preference, as of the date of ratification, based on skill, competence and efficiency. When, in the judgment of the Company such factors are to all intents and purposes relatively equal as between two (2) or more employees, then seniority shall be the determining factor. Ushering Personnel current fixed positions will be red circled.

- 9.17 Concession Attendants shall be assigned to fixed stands and portables subject to the Company being able to maintain a qualified and efficient work force. Concession Attendants current fixed positions will be red circled.
- 9.18 Notwithstanding the provisions of Article 9, an employee will be given the opportunity to work on the basis of seniority within their classification, as applicable, for any games and events

scheduled on short notice.

For clarity purposes, short notice means schedules which became available within 24 hours or less. The employees will be notified through Vortex of such short notice events.

The employees must respond to the Vortex within 15 minutes of the Vortex message being sent out.

After that the shift will be assigned on a first come first served basis.

- 9.19 When an employee is assigned to another classification to perform a job for which they are qualified and able, on account of an emergency situation, the employee shall receive their own rate or the rate of the job to which they are assigned, whichever is higher, for all hours worked in the assigned position.
- 9.20 Employees will not be scheduled at two (2) venues on the same day unless there are two (2) hours or more between the estimated end time of the first shift and the start time of the second shift when one shift is at SBA and the other is at BMO/CCC, or unless there are thirty (30) minutes or more between the estimated end time of the first (1st) shift and the start time of the second (2nd) shift when one (1) shift is at BMO and the other is at CCC.

Food & Beverage employees, including porters, can sign up for shifts at venues that are not their home venue when there is no conflicting event at their home venue. When creating the schedules, priority will be given to employees who home venue is hosting the event. (e.g. CCC employees can sign up at SBA/BMO when there is no conflicting shift at CCC and will be scheduled once all available SBA/BMO employees who signed up have been scheduled. SBA/BMO employees can sign up at CCC when there is no conflicting shift at SBA/BMO and will be scheduled once all available CCC employees who signed up have been scheduled.)

EVP will remain as per current practice.

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

## **ARTICLE 10 - JOB VACANCIES**

- 10.01 All new jobs and all permanent vacancies in existing jobs will be posted for three (3) event days to a minimum of fourteen (14) business days. Positions will be posted on Workplace (in a group visible to members of this Agreement).

Current employees, in all the current venues, will be considered before new hires are made and the provisions of Article 3.01 shall apply.

- 10.02 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.
- 10.03 The successful applicant shall not be permitted to apply for another posting for a period of six (6) months.

10.04 All job postings shall indicate the following information:

- nature of position
- department/classification
- skills
- hourly rate of pay
- date of posting
- date of closing

10.05 An employee's seniority shall continue to accumulate in their previous classification during the first three (3) months following the date of any transfer to a new position within the Bargaining Unit. The employee may return to their previous department at their option, for a period of three (3) months following the date of any transfer after which all seniority in the previous department shall be lost. The Union office and Steward shall be notified in writing, within five (5) working days of the effective date of such transfer.

#### 10.06 **Posting Awards**

The Company shall post the name of the successful applicant within three (3) days.

10.07 The principle of seniority shall be maintained in the reduction and restoration of the workforce.

When a classification is eliminated or the number of positions in a classification is permanently reduced for any reason, the employee(s) affected shall have the right to transfer to another classification.

The employee(s) affected by the permanent elimination of a classification will advise the Company in writing within thirty (30) days from the time of being advised of the elimination or reduction of the classification, as to whether the employee(s) will exercise the right contained herein, accept layoff in accordance with Article 9 or remain in the affected classification.

Any employee(s) that exercises the right to transfer will be provided with training if required and will be dovetailed into the applicable seniority list.

### **ARTICLE 11- LEAVE OF ABSENCE**

11.01 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 two (2) weeks prior to the start of such leave and the reason for leave of absence is stated.

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

11.03 The Chief Steward 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. Leave shall be granted provided that written request for it is made at least one (1) week prior to the start of such leave.

11.04 In the event of the death in an 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.

#### 11.05 **Maternity and Parental Leave**

The Company agrees that employees shall be entitled to pregnancy leave; parental leave, family medical leave and emergency leave all under the provisions of the Employment Standards Act.

### **ARTICLE 12 - CLASSIFICATION AND WAGE RATES**

#### 12.01

<b>CLASSIFICATION</b>	<b>Current</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>	<b>July 1, 2026</b>	<b>July 1, 2027</b>
Concessions Department						
Concessions Attendant	17.66	18.37	19.10	19.67	20.26	20.87
<b>Bar Department</b>						
Bartender	17.66	18.37	19.10	19.67	20.26	20.87
Kiosk Server	17.66	18.37	19.10	19.67	20.26	20.87
<b>Event Personnel</b>						
Usher	18.21	18.94	19.70	20.29	20.90	21.53
Concierge	18.21	18.94	19.70	20.29	20.90	21.53
Gate Staff	18.21	18.94	19.70	20.29	20.90	21.53
<b>Warehouse Department</b>						
Event Porter	21.10	22.60	23.50	24.21	24.94	25.69
<b>Club Rooms</b>						
Bartender	18.04	\$0.50 above minimum wage (hold current rate until minimum wage catches up)				
Server	16.55	17.05	\$0.50 above minimum wage			
Bus Helper	16.55	17.21	17.90	18.44	18.99	19.56
Barback	16.55	17.21	17.90	18.44	18.99	19.56
<b>Catering Department</b>						
Catering Attendant	16.55	17.05	\$0.50 above minimum wage			
<b>Concession Kitchen</b>						
Lead Cook	24.09	25.05	26.05	26.83	27.63	28.46
Kitchen Worker	20.66	21.78	22.65	23.33	24.03	24.75
Apprentice Cook	17.21	17.90	18.62	19.18	19.76	20.35
<b>In-Seat Department</b>						
In-Seat Runner	16.55	17.21	17.90	18.44	18.99	19.56
In-Seat Order Taker	16.55	17.21	17.90	18.44	18.99	19.56



In-seat Bartender	17.66	18.37	19.10	19.67	20.26	20.87
Beer Vendor	17.21	17.90	18.62	19.18	19.76	20.35
In-Seat Expediter	17.66	18.37	19.10	19.67	20.26	20.87
<b>Chill Zone Server</b>	16.55	17.21	17.90	18.44	18.99	19.56
<b>Quick Server Busser</b>	17.66	18.37	19.10	19.67	20.26	20.87

The Company and the Union agree that the wage rates as set out herein shall be maintained during the term of the Agreement.

(\* All wage rates are per hour)

### **Ushers and Gate Staff**

Gate Staff and Ushers remain as two (2) separate positions

After Load In, Gate Staff are deployed to relieve Usher breaks and fill any vacant Usher positions to ensure all VOMS are covered.

It is understood that Gate Staff will be deployed to Usher positions after load in based on reverse order of seniority.

### **Beer Server and Bartender Merger**

Effective September/October 2024, the Kiosk Server and Concourse Bartender classifications will be merged. The affected employees will be merged into a new seniority list based on their current classification seniority.

The Company agrees to create a separate seniority for the Chill Zone. When Coors Light Chill Zone is open for sporting events, it will remain a location where employees on the Concourse Bartenders list as of January 1, 2024, will be scheduled to work in the order of seniority first, with the exclusion of employees needed to work locations requiring specialty training (as of January 10, 2024, there are two – World Class Bar and Don Julio Bar).

Anytime Chill Zone is closed, or during concerts, the Chill Zone/Concourse Bartenders are part of the merged list in order of seniority.

- 12.02 (a) Probationary employees shall receive one dollar (\$1.00) per hour less than employees who have acquired seniority and who receive the normal hourly wage rate;
- (b) Lead Hands shall receive a premium of one dollar and fifty cents (\$1.50) per hour provided however, that the Company retains the management right to appoint, maintain or delete the use of Lead Hands;
- (c) no premiums, including shift premiums, shall be pyramided with overtime premiums;
- (d) employees will be entitled to one (1) twenty (20) minute break with pay during a game or event at a time determined by the Company and consistent with efficient operations. In addition, employees shall have an additional twenty (20) minute break for an eight (8) hour shift;

- (e) the Company agrees that it will not deduct or set off any monies from the wages of an employee for cash shortages or loss of the Company's property, in accordance with the regulations under the *Employment Standards Act of Ontario*;

- (f) **Call Back Pay**

when an employee is called back to work after the conclusion of their regular shift and they have left the Company premises, they shall receive a minimum of four (4) hours work or four (4) hours pay at their regular straight time rate. The provision as stated above shall not apply when an employee is called in to work immediately prior to the start of their scheduled shift;

- (g) an employee reporting for work at the commencement of their regularly scheduled shift, unless notified in advance not to do so, or unless they are returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at their 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.

### 12.03 **Compulsory Training**

An employee required to attend compulsory training shall receive a minimum of four (4) hours pay at their regular rate of pay for attending in-class training and a minimum of two (2) hours pay at their regular rate of pay for on-line training. 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.

It is understood that the Company will assist and provide employees with necessary tools to complete any required training if requested by employee.

Employees that are not required to handle/serve alcohol as part of their regular duties, but are required by the Company to hold a Smart Serve Certificate, will be reimbursed the cost of one certificate test and one four (4) hour training session for the initial acquisition or renewal.

### 12.04 **Pay Cheques**

In the event of payroll errors of fifty dollars (\$50.00) or more in pay cheques (including vacation pay), within the fiscal period, the Company agrees to provide a separate cheque, in the proper amount, within three (3) business days after the employee notifies the Company of the error. This clause shall not apply if the error was the employees.

### 12.05 **Meal Allowance**

An employee who works two (2) or more events in a day, providing that there are less than two (2) hours between the end of one event and the reporting time for the other event, or works an event that is seven (7) hours or longer, shall receive a meal allowance of twelve dollars (\$12.00), which shall be paid to a qualifying employee in the next pay cheque.

It is agreed that those employees who receive a Company provided meal during an event or shift are excluded from also receiving a meal allowance for that said event or shift.

It is agreed that the employees of this Bargaining Unit will receive no less a percentage for the "employee discount" than any other Bargaining Unit at the Company.

- 12.06 At each event worked, Concession Attendant(s) will continue to receive one (1) complimentary hot dog and one (1) complimentary regular soft drink only. At each event worked, other classifications of employees will receive thirty-five percent (35%) discount on all food & non-alcoholic beverages. It is understood that Concessions Attendants shall have the option of receiving the thirty-five percent (35%) discount instead of the complimentary hot dog and regular soft drink.
- 12.07 All point-of-sale terminals will include the option for customers to add a tip – said point of sale terminals shall display at least three (3) Tip Options – starting at no less than 15%, as well as “Other” Option.
- Tips will be shared equally between classification members that worked at the location; this practice of shared tips does not apply to Beer Vendors and In-Seat order takers.
- 12.08 The Company will continue to supply employees with work gloves and safety glasses when such equipment is necessary to safely perform the job. 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.
- 12.09 The Company shall reimburse, upon presentation of proof of purchase, any employee who has successfully completed their probationary period, as determined by job requirements the purchase price of one pair of safety shoes or boots, to be worn while at work, up to a maximum of one hundred and fifty dollars (\$150.00) per calendar year. It is further understood that employees will be issued a lifting belt if deemed required by their position or a physician and supported by a proper medical note.
- 12.10 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 provide a minimum of two (2) shirts to all employees.

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 as defined in Article 12.02(f) and 12.02(g). 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.

The Company will strike a committee, composed of management and employees, to discuss new uniform requirements including, cold weather uniforms.

The Company reserves the right to deduct a set dollar amount, per classification, upon termination or resignation of an employee, until such time as the uniform (s) is returned to the Company.

12.11 The Company will pay a non-taxable benefit for an annual uniform allowance, payable commencing October 2003 and each year thereafter, upon successful completion of an employee's probationary period:

- (a) for any employee who works 80 or more shifts in the preceding July 1 to June 30:
  - \$95.00 - ushering, premium seating, gate staff and concierge
  - \$80.00 - all other employees, excluding kitchen personnel
- (b) For any employee who works 25 or more, but less than 80, shifts in the preceding July 1 to June 30:
  - \$50.00 - ushering, premium seating, gate staff and concierge
  - \$45.00 - all other employees, excluding kitchen personnel

12.12 The Company shall provide a name tag to each employee, which shall be considered a required part of their uniform.

In the event the employee breaks or damages their name tag while at work, the Company shall provide the employee with a replacement at no expense.

In the event of negligence, the employee shall be required to pay for said name tag.

### **ARTICLE 13 - PAY FOR INJURED EMPLOYEES**

13.01 In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid their wages for the remainder of their shift. In order to receive such payment, the employee must immediately report such injury to their supervisor.

Further, the Company shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Company and/or to their residence as necessary at no cost to the employee.

#### **13.02 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 8, Step 4 of the grievance 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.

### **ARTICLE 14 - STATUTORY HOLIDAY PAY**

14.01 A statutory holiday shall be deemed to commence at 12:01 a.m. on the day of the statutory holiday to midnight the same day.

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

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

14.02 If any employee works on a statutory holiday, they shall receive one and one-half (1½) times the normal per hour wage rate for hours worked that day and if qualified, pursuant to Article 14.03 shall receive holiday pay in addition thereto.

14.03 An employee will have no entitlement to statutory holiday pay if they fail, without reasonable cause, to work their entire last regularly scheduled shift before the statutory holiday or all of their first regularly scheduled shift after the statutory holiday.

14.04 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 - VACATION PAY**

15.01 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 (4%) percent for all employees with zero to five (0 to 5) years of continuous service with the Company;
- (b) six (6%) percent for all employees with more than five (5) years 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.

#### **15.02 Vacation Time**

- (a) Vacation time will be granted on the basis of years of service with the Employer. A calendar year will be from January 1 to December 31 of each year;
- (b) in the first year of employment, employees will be credited with one (1) day of vacation time for each month of employment, to a maximum of two (2) weeks' time during that calendar year;
- (c) employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks' vacation time;
- (d) employees who have previously completed or subsequently completed five (5) years continuous service and thereafter, as an employee shall receive three (3) weeks' vacation time;
- (e) employees who have previously completed or subsequently completed twelve (12) years continuous service and thereafter, as an employee shall receive four (4) weeks' vacation time.

weeks' vacation time;

- (f) employees who have previously completed or subsequently completed fifteen (15) years continuous service and thereafter, as an employee shall receive five (5) weeks' vacation time;
- (g) employees who have previously completed or subsequently completed twenty (20) years continuous service and thereafter, as an employee shall receive six (6) weeks' vacation time;
- (h) vacation requests must be handed in on the 18<sup>th</sup> of the previous month in conjunction with the event calendar to be considered;
- (i) vacation time will be granted in accordance with seniority, it is understood and agreed that the Company will allow ten percent (10%) of active and available employees in each classification to be off on vacation at any one time;
- (j) annual vacation time will be taken within the calendar year and there will be no rollover.

The Company will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise, they will be identified at the time of booking vacation. An employee's vacation will not be unreasonably denied because of overlap with a more senior employee's vacation.

#### **ARTICLE 16 - HEALTH AND SAFETY**

- 16.01 The Company shall continue to make all reasonable provisions for the health and safety of its employees during the hours of employment conforming to the Occupational Health and Safety Act. The Union agrees to assist the Company in maintaining proper observations of all health and safety rules and may make recommendations to the Company respecting the health and safety of employees.
- 16.02 An employee may refuse to work or do particular work when they have reason to believe that the work poses a danger to themselves or another worker, as set out in Section 43 (3) of the *Occupational Health & Safety Act*.
- 16.03 A Health & Safety subcommittee shall be formed for the purposes of discussing health & safety issues of the part-time members. The subcommittee shall consist of no more than ten (10) members with evening meetings. Meetings shall be conducted no more than every two (2) months with a duration of no longer than three (3) hours. Three (3) representatives of this group shall be allowed to attend regular Health & Safety Committee Meetings as required. Notices of such meetings shall be posted on the designated Union bulletin boards.
- 16.04 A First Aid Kit will be supplied and made available for use by any employee while at work in ACC.

#### **ARTICLE 17 - HEALTH**

##### **17.01 Contributions for Employees**

The Company agrees to participate in the Teamsters Local Union 847 Employee Life and Health Trust Fund.

Effective March 1, 2016 work month, the Company shall contribute ten cents (\$0.10) per hour worked, on behalf of each employee.

The Company shall forward all contributions, along with a list of all eligible employees and their addresses, within twenty (20) days of the end of each work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

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

### **Benefits for Active Employees**

A general description of benefits, terms, and conditions, is provided in **Schedule 1**. This summary is for information purposes only. The Plan shall be administered by the Board of Trustees for the Teamsters Local Union 847 Employee Life and Health Trust Fund.

Any employee on the list each month is covered for the following month.

- 17.02 The Company will provide one (1) bulletin board for the exclusive use of Local Union 847 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 and the Company, except General Meeting Notices, before being posted. It is understood that the Company shall permit Union postings in all fixed stands.

### **ARTICLE 18 – TERM OF AGREEMENT**

- 18.01 This Collective Agreement shall, unless changed by mutual consent, continue in full force and effect from **July 1, 2023 to June 30, 2028** 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.
- 18.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 18.03 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 at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024**

**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

\_\_\_\_\_  
Tom Fraser, Secretary-Treasurer

Jeff Snow, Chief Steward\_\_\_\_\_

Lori Ward, Steward \_\_\_\_\_

Deidre Calle, Steward\_\_\_\_\_

Kyle Moore, Steward \_\_\_\_\_

John Garbel, Steward\_\_\_\_\_

Aldo Isidori, Steward \_\_\_\_\_

Steve Kapoglis, Steward \_\_\_\_\_

Paul Marling, Steward\_\_\_\_\_

Andrea Sguigna, Steward\_\_\_\_\_

Paul Santinhos, Steward\_\_\_\_\_

Richard Andrews \_\_\_\_\_

Hilda Maria Soriano Sosa \_\_\_\_\_

Doug Smart\_\_\_\_\_

Lino DeMedeiros \_\_\_\_\_

Kathy Casimir\_\_\_\_\_

Craig Lue-Shing \_\_\_\_\_

Ryan Deonarine \_\_\_\_\_

Marian Belford \_\_\_\_\_

Robert Beech \_\_\_\_\_

Belinda Swaby\_\_\_\_\_



**LETTER OF UNDERSTANDING NO. 1****Between:****MAPLE LEAF SPORTS & ENTERTAINMENT LTD.****- and -****TEAMSTERS LOCAL UNION 847**

This letter will confirm that the Company agrees that it will not contract out work performed by the Bargaining Unit, as of the date of ratification, so long as the Company carries on business at the Scotiabank Arena, BMO Field and Coca-Cola Coliseum with the exception of:

1. Any 3<sup>rd</sup> party contractor, including vendors, under the Company's direct control, shall pay an amount equivalent to dues based on the formula currently being paid by employees.
2. Specialty food contractors, where either authenticity, special skills, qualifications or training would be required to prepare and serve specialty products (i.e., sushi, kosher). It is understood that this article is not intended to eliminate or replace concession stands.
3. Services provided to third parties on the premises where contract riders stipulate these services being performed by external agencies to fulfill contractual obligations by the Company.

**On Behalf of the Company:**  
**Maple Leaf Sports & Entertainment Ltd**

**On Behalf of the Union:**  
**Teamsters Local Union 847**

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Les Fisher, Director,  
Labour Relations and Compliance

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Fernanda Santos,  
President

## **LETTER OF UNDERSTANDING NO. 2**

**Between:**

**MAPLE LEAF SPORTS & ENTERTAINMENT LTD.**

**- and –**

**TEAMSTERS LOCAL UNION 847**

This letter will serve to confirm the understanding which was reached during the course of the negotiations of the current Collective Agreement:

### **Vendors**

Any 3<sup>rd</sup> party contractor, including vendors, under the Company's direct control, shall pay an amount equivalent to dues based on the formula currently being paid by employees.

The Company agrees that beer and alcohol vendors will not be permitted on the concourse level. A second and separate understanding agreed upon is that the Company will not expand or increase the number of non-union vendors employed as at January 1, 2011.

**On Behalf of the Company:**  
**Maple Leaf Sports & Entertainment Ltd**

**On Behalf of the Union:**  
**Teamsters Local Union 847**

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Les Fisher, Director,  
Labour Relations and Compliance

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Fernanda Santos,  
President

**LETTER OF UNDERSTANDING NO. 3****Between:****MAPLE LEAF SPORTS & ENTERTAINMENT LTD.****- and -****TEAMSTERS LOCAL UNION 847**

This letter will serve to confirm understanding which were reached during the course of the negotiations of the current Collective Agreement:

The Parties agree that in a year that either the NHL or the NBA are negotiating a renewal of their Collective Agreement, any agreed upon increase in wage rates contained in this Collective Agreement will not take effect until the commencement of league play.

Should the season commence without a work stoppage, the wage increase shall be retroactive to the effective date which is July 1. If there is a work stoppage, the wage increase will become effective on the first of the month in which league play commences.

**On Behalf of the Company:**  
**Maple Leaf Sports & Entertainment Ltd**

**On Behalf of the Union:**  
**Teamsters Local Union 847**

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Les Fisher, Director,  
Labour Relations and Compliance

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Fernanda Santos,  
President

**LETTER OF UNDERSTANDING No. 4****Between****MAPLE LEAF SPORTS & ENTERTAINMENT LTD.****-and -****TEAMSTERS LOCAL UNION 847****Club Rooms**

This letter will serve to confirm the understanding reached during the course of the negotiations of the current Collective Agreement, pertaining to scheduling of Club Room employees.

An employee will be eligible to sign up for shifts for which employees are needed, as detailed in the online Event Calendar; by the fifth (5<sup>th</sup>) day of the month, the Event Calendar, listing all the estimated shifts needed for the subsequent month will be made available to all employees.

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

From the Event Calendar, each employee shall indicate only those shifts they are able to work. The employee shall submit the completed Event Calendar via Workforce by the eighteen (18<sup>th</sup>) day of the month preceding the month being scheduled (the "Return Date").

STEP 2 From the returned Calendars, the Company will make its determination of the actual employees needed to work each available shift. An employee will be scheduled to work if they have sufficient seniority to qualify, based on the Company staffing requirements.

Schedules will be posted on a monthly basis, no later than the twenty fourth (24<sup>th</sup>) of the month prior. 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 Event Calendars continuously available to affected employees on and after the 5<sup>th</sup> of the month, an employee's failure to complete and return their Event Calendar by the Return Date shall not be held against them.

Any time the Company has the need to reduce the work force due to slow business / overstaff, before cutting employees in reverse order of seniority the Company will offer first opportunity to senior employees; this offer will be made to the senior employee/s on the shift.

Minimum sign-up requirements and calendar obligations are outlined in Article 9.05(j).

The Company retains the right to amend work schedules at any time as reasonably necessary due to unforeseeable circumstances beyond the Company's control; amendments made within seventy-two (72) hours of a shift will be communicated via Vortex.

Employees will be given the opportunity to work on the basis of seniority within their classification, as applicable, for any games and events scheduled on short notice; for clarity purposes, short notice means schedules which became available within twenty-four (24) hours or less.

The employees will be notified through Vortex of such short notice events; the employees must respond to the Vortex within 15 minutes of the Vortex message being sent out; after that the shift will be assigned on a first come first served basis.

**On Behalf of the Company:**  
**Maple Leaf Sports & Entertainment Ltd.**

**On Behalf of the Union:**  
**Teamsters Local Union 847**

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Les Fisher, Director  
Labour Relations & Compliance

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Fernanda Santos  
President

**LETTER OF UNDERSTANDING No. 5****Between****MAPLE LEAF SPORTS & ENTERTAINMENT LTD.****- and -****TEAMSTERS LOCAL UNION 847****Club Room Scheduling**

This letter will serve to confirm the understanding pertaining to scheduling of Club Room employees.

1. A Club Seniority list per job class will be created and shared based on the order already detailed in the catering list (lottery already completed for club staff) and limited to club staff (server, bartender, busser and bar back).
2. Employees will continue to sign up and be scheduled for shifts as outlined in LOU 4.
3. In the event that there are unfilled shifts after calendar signup, a call out will be sent in this order, and current time lines will apply:
  - (a) All club staff for that location (Scotia Club, Platinum Club, Hot Stove) by classification
  - (b) Club staff for the remaining clubs, who are not currently scheduled to work, by classification (i.e. to fill open Server shifts in Scotia Club a callout will be sent to a combined list of Platinum and Hot Stove servers)
4. In the event that there are call ins (sick/other), a call out will be sent in this order, and current timelines will apply:
  - (a) All club staff for that location (Scotia Club, Platinum Club, Hot Stove), by job classification
  - (b) Club staff for the remaining clubs, who are not currently scheduled to work, by job classification
5. Shifts picked up to work an event in another club room will be subject attendance expectations and penalties outlined in article 9.05.
6. In the event the gondolas do not have enough staff that signed up for available shifts, the Company will send a call out to the available Restaurant staff so that they have the opportunity to work at the gondolas before bringing in third party.

**On Behalf of the Company:**  
**Maple Leaf Sports & Entertainment Ltd.**

**On Behalf of the Union:**  
**Teamsters Local Union 847**

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Les Fisher, Director  
 Labour Relations & Compliance

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Fernanda Santos  
 President

## **APPENDIX "A"**

### **GRATUITIES**

Tips will be loaded onto electronic cards and paid as follows:

Monday paid by 5:00 p.m. Tuesday;  
Tuesday paid by 5:00 p.m. Wednesday;  
Wednesday paid by 5:00 p.m. Thursday;  
Thursday paid by 5:00 p.m. Friday;  
Friday, Saturday and Sunday paid by 5:00 p.m. on Monday;  
Statutory Holidays will be paid by 5:00 p.m. on the next business day.

### **Sales Contracts**

Effective July 1, 2016 and/or as soon as the new Bill 12 (Protecting Employees Tips) becomes effective, the Company will adhere to the terms and conditions in accordance with the new legislation pertaining to gratuities.

Effective July 1, 2016, for any group or catering functions involving Club Rooms or Catering Personnel booked by the Company sales department and held at any of the location(s) covered by this Agreement, except for the Additional Gratuities clause, which takes effect after ratification:

- A twenty percent (20%) service fee, before taxes, will be added to the invoice to cover administrative service fees and staff gratuities.
- The administrative portion of the service fee is twenty percent (20%).
- The staff gratuity portion of the service fee is eighty percent (80%), which will be divided among the Catering Personnel working that particular event on the basis of hours worked and paid on a bi-weekly basis and are subject to deductions at source. Catering Personnel are considered to be Catering Attendants and Bartenders.
- Staff shall be scheduled in accordance with the current Agreement for "catering functions" Club Rooms.

### **CLUB ROOMS**

### **Staff**

Staff shall be scheduled in accordance with the current Agreement for catering functions.

### **Reservations**

Voluntary gratuities from customers in the Club Rooms are dispersed to the server(s) at each station. They are responsible for tipping out the Busser and the Club Bartender at three percent (3%) of the server's net sales (2% Busser, 1% Club Bartender). In addition, the Club Bartenders are responsible for tipping out the Bussers at one percent (1%) and Barbacks at one percent (1%) of the Bartender's net sales.

### **Corporate Sponsors/House Accounts**

For any reservations in the Club Rooms involving the Company corporate partners, or house accounts, gratuities will be calculated at twenty percent (20%) of the retail value, before taxes. Club Room gratuities are declared to Revenue Canada by the staff independently and are not subject to deductions at source.

### **The Company Sponsored Functions**

For any Company internal or sponsored functions, at any of the location(s) covered by this Agreement, service gratuities will be calculated at twenty percent (20%) of the at cost sales value, before taxes of the food and beverage services provided:

- The administrative portion of the service gratuity is thirteen percent (13%).
- The staff gratuity portion is eighty seven percent (87%).
- The staff gratuity will be divided among the Catering Personnel working that particular event on the basis of hours worked and paid on a bi-weekly basis and are subject to deductions at source. Catering Personnel are considered to be Catering Attendants and Bartenders.

### **In-Seat Service**

For any in-seat food and beverage service offered at any of the location(s) covered by this Agreement:

- A twelve and a half percent (12.5%) administrative fee, before taxes, will be included in the bill to the invoice to cover administrative service fees and staff gratuities.
- The administrative portion of the contract fee is four tenth (4/10) i.e. forty percent (40%).
- The staff gratuity portion is six tenth (6/10) i.e. sixty percent (60%).

The staff gratuity portion will be divided as follows:

73% divided amongst In-Seat runners

12% divided amongst Bartenders

15% divided amongst In-Seat expeditors

- Staff Gratuities for In-Seat Service are paid on a by-weekly basis and are subject to deduction at source.
- In-Seat order takers are subject to point-of-sale terminal tip options in accordance with Article 12.07.

### **Additional**

Gratuities disbursement reports showing gratuities paid by employee and deductions at source will be available upon request for inspection by the Union Steward or Business Agent of the Union. Club Room menus will recommend an eighteen percent (18%) gratuity for parties of eight (8) or more.

It is understood that gratuities from cash bars at group or catered functions will be divided evenly among the Catering Personnel working that particular event on the basis of hours worked.

An eighteen percent (18%) gratuity will be paid to all Quick Service employees involved in the service during the following situations:

On the value of discounted alcohol (promotions)



## **APPENDIX "B"**

### **RE: CATERING AGREEMENT**

It is agreed that "Catering Attendants" will now be referred to as "Gondola Attendants". Gondola Attendants work in the gondolas and all skating parties, pre-event meet and greets, Coke V.I.P.

The "Gondola Seniority list is attached hereto as Appendix "A"

It is further agreed that Club Room staff work private catered events and functions held in their respective Club Rooms.

Employees will be assigned work based on seniority within their respective Club Rooms and within their classifications.

In circumstances where the Company cannot meet its staffing requirements for an event from the respective Club Room staff, the Company will schedule the additional employees to work based on seniority from the "Catering List".

Note: when group or catering functions are held at Molson Brew House or the Crown Corner, the same method of scheduling shall apply.

For all other private catered events and functions, the Company shall schedule employees from the "Catering List". The catering functions shall be posted in the Catering office and in each Club Room and employees shall be scheduled in accordance with their Catering Seniority.

The "Catering" seniority list is made up of Gondola Attendants and Club Room Servers and is attached hereto as Schedule "B".

All newly hired employees and/or transferred employees (regardless of their House Seniority) will be placed at the bottom of the Catering seniority list.

In circumstances where the Company cannot meet its staffing requirements for an event from the Catering List, it is agreed that a secondary Catering list will be created consisting of Club Room Bartenders, Club Room Bussers and Quick Service Bartenders. These employees may sign up to be placed on this list and overall House Seniority shall be used to discern their order. The Company will schedule such additional employees as required from this list.

It is further agreed that the Company shall have the right to require employees from both lists to work in reverse order of seniority.

If after exhausting both lists, additional personnel are still required then the Company may utilize agency staff in accordance with Letter of Understanding No. 1 (1) of the current Collective Agreement.

The Company will use qualified employees to direct attendees of these events and / or hand out concession type items, except as spelled out in Letter of Understanding No. 1 (3).

## **APPENDIX "C"**

### **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 EMPLOYEE LIFE AND HEALTH BENEFITS TEAMSTERS LOCAL 847 EMPLOYEE LIFE AND HEALTH TRUST FUND**

#### **EMERGENCY OUT-OF-PROVINCE MEDICAL COVERAGE**

Each Canadian province provides a provincial medical plan with comprehensive benefits for hospital confinement, the service of medical doctors and other health practitioners, ambulance services, etc. In many cases, the benefits provided by these plans will pay all, or almost all, of the expenses you incur in your home province. (Note: In this Plan, "province" also refers to a "territory" of Canada, where applicable; "you" and "your" includes the Insured Members and their eligible dependents.)

When you are outside your province of residence and require these services, your provincial medical plan will usually make a payment towards your expenses; but that payment is usually limited to the amount that would have been paid for the same service in the province in which you reside. Unfortunately, there is often a considerable difference between the cost of these services outside your province of residence and the amount allowed by your provincial medical plan, which you would have to pay yourself were it not for this valuable benefit.

This Plan provides extensive coverage for many services rendered outside your province of residence. It is important to note that such expenses are covered provided that they were unexpected and of an emergency nature.

#### **ELIGIBILITY**

All current insured Members of Teamsters Local Union 847 Employee Life and Health Trust Fund and their eligible dependents whose names are on file with the Policyholder and who are under the age of 85 are insured under this Plan.

#### **PERIOD OF COVERAGE**

You and your dependents are covered while outside your province of residence for such reasons as business or vacation. Expenses incurred by you are not covered in the event that you had left the province for the purpose of obtaining medical treatment, (except as indicated under the Referral Services benefit).

Trips are limited to a maximum of 60 consecutive days.

#### **EMERGENCY COVERAGE FOR HOSPITAL, MEDICAL AND THERAPEUTIC SERVICES OUTSIDE PROVINCE OF RESIDENCE**

If an Insured Person suffers a Sickness or Injury that results in an Emergency stay in a Hospital or requires Emergency medical or therapeutic services as specifically listed herein, the Company will pay benefits, for the period this contract is in force, not to exceed a lifetime maximum of \$5,000,000 for each Insured Person under the age of 70 and a lifetime maximum of \$1,000,000 for each Insured Person age 70 to 84, inclusive, for the actual expenses an Insured Person incurs outside of his or her province of residence that exceeds the amount which is payable with respect to such expenses under any Health Plan or medical plan in Canada, or if the Insured Person is not covered under any such plan, to the extent that the actual expenses exceed any amount which would be payable with respect to such expenses under the Health Plan or medical care plan if the Insured Person was covered under any such plan.

## **HOSPITAL CONFINEMENT**

Benefits are payable for confinement as a resident in-patient in a hospital, including semi-private accommodation and charges made by the hospital for services and supplies rendered by such hospital and provided for use during such confinement.

In the event that you are confined to hospital at the end of your trip outside Canada and thus prevented from returning to Canada, insurance will continue for the period of such confinement, but in no event for more than 12 months from the date the first insured expense was incurred.

## **MEDICAL AND THERAPEUTIC SERVICES**

Benefits are payable for:

- (a) the services of a legally qualified physician or surgeon (other than an insured person);
- (b) laboratory tests and X-ray examination by a legally qualified doctor of medicine for the purpose of diagnosis;
- (c) the services of a registered graduate nurse (other than a relative by blood or marriage), up to a maximum of 50 nursing shifts at the usual and customary fee, but not more than \$100 per shift;
- (d) the use of a licensed ambulance, or a licensed air ambulance, to the nearest hospital or medical facility, or from the hospital where you are being treated to another medical facility, or back to your province of residence;
- (e) rental of crutches or hospital type bed, or the cost of splints, canes, slings, trusses, braces or other approved prosthetic appliances;
- (f) the services of a legally qualified anesthetist;
- (g) drugs or medicines that require a legally qualified physician's written prescription;
- (h) services of a chiropodist, chiropractor, osteopath, physiotherapist or podiatrist (other than a relative) up to a maximum of \$300 per practitioner;
- (i) expenses for accidental injury to natural and sound teeth (capped or crowned teeth are considered whole or sound natural teeth) which requires treatment by a legally qualified dentist or dental surgeon within 30 days from the date of the accident, not to exceed in the aggregate the amount of \$2,000 as the result of any one accident; and
- (j) out-patient services provided by a hospital.

If there is other hospital, medical or therapeutic service coverage in effect concurrently under this Plan, amounts payable hereunder by the Company are limited to the Company's pro rata share of the amount that would have been payable hereunder by the Company had there been no other hospital, medical or therapeutic service coverage in force.

## **AUTOMOBILE RETURN**

If you become totally disabled and you are unable to continue your trip or vacation, the Company will pay the actual charges of a commercial agency for the return of your private or rental vehicle used for the trip, to your place of residence or nearest rental agency, up to a maximum of \$5,000.

"Totally Disabled" means your complete inability, on medical evidence, to continue your duties or

activities and to continue your trip or vacation.

### **REPATRIATION BENEFIT**

When Injuries or Sickness covered by this Plan result in your loss of life in a province or country other than your place of residence and within 365 days after the date of the accident, the Company will pay the actual expense incurred for preparing your body for burial or cremation and shipment of your body to your place of residence in Canada, the amount not to exceed \$15,000.

### **IDENTIFICATION BENEFIT**

If your body requires identification following your loss of life for which a benefit is paid or payable hereunder, the Company will pay to one of your Immediate Family members, the reasonable and necessary expenses actually incurred by such Immediate Family member for:

- (a) commercial lodging and board while en route and/or during the stay in the city or town where the body is located (not to exceed a maximum duration of 3 consecutive nights); and
- (b) transportation by the most direct route to such location. This benefit is payable by the Company only if the body is located outside the Immediate Family member's normal province of residence and the identification of the body is requested by the police or a similar law enforcement agency having authority over such matters.

Payment will not be made for ordinary living, travelling or clothing expenses, other than as specifically stated above. If transportation occurs in a vehicle or device other than one operated under the license for the conveyance of passengers for hire, the reimbursement of transportation expenses will be limited to a maximum of \$0.40 per kilometer travelled.

The maximum amount payable for this benefit is \$5,000 per Insured Person.

### **TRIP INTERRUPTION BENEFIT**

If your scheduled departure is delayed for at least 12 hours due to Sickness or hospitalization as provided by the Plan, or due to Sickness or hospitalization of your covered travelling companion, the Company will reimburse you up to a maximum of \$500 for the extra cost of your one-way economy/charter airfare via the most cost-effective itinerary to your next scheduled travel destination or original departure point of the same trip.

The Company will also reimburse the additional and unplanned hotel and meal expenses, telephone calls and taxi fares up to a combined maximum of \$300 per day to a maximum of 5 days.

In order to claim any of the above outlined expenses, original itemized invoices must be provided at time of claim.

The combined maximum amount payable for this benefit is \$1,500 per Insured Person per incident.

### **FAMILY TRANSPORTATION BENEFIT**

If you suffer Injury or Sickness, resulting in being confined to a hospital located outside your province of residence, the Company shall pay the reasonable and necessary expenses actually incurred for the transportation of an Immediate Family member to the hospital.

This benefit is only payable if:

- (a) Confinement to hospital occurs within 365 days of the sickness or the accident causing the Injury; and

- (b) reimbursement of expenses are limited to the cost of one economy class return airfare via the most direct route, or the equivalent amount toward another type of common carrier transportation for such Immediate Family member.

The maximum amount payable for this benefit for any one Sickness, or for all Injuries resulting from any one accident, is \$15,000 and incidental travel expenses up to a maximum of \$250 per Insured Person.

### **RETURN TRANSPORTATION FOR TRAVELLING COMPANION**

If you are repatriated to Canada in accordance with the Repatriation benefit, or return to Canada in accordance with the Ground or Air Transportation benefit, the Company will pay a benefit to you (or your estate) for the extra cost of a one-way economy air fare on a commercial flight or charter via the most cost-effective itinerary to transport your Travel Companion to Canada.

The maximum amount payable for this benefit for any one trip is \$2,000 per Insured Person for the transport of one Travel Companion.

### **RETURN AND ESCORT OF DEPENDENT CHILDREN UNDER AGE**

If you are repatriated to Canada in accordance with the Repatriation benefit, or return to Canada in accordance with the Ground or Air Transportation benefit, the Company will pay a benefit to you (or your estate) for the cost of a one-way economy air fare on a commercial flight or charter via the most cost effective itinerary to your Dependent Children travelling with you on a Trip to their home, plus reasonable overnight hotel accommodation and meal expenses and for the services of an attendant to escort your Dependent Children under age 16, if required.

The maximum amount payable for this benefit for any one trip is \$5,000 per repatriated or returned Insured Person.

### **REFERRAL SERVICES**

In the event you are referred to a hospital outside your province of residence as a resident in-patient, the Company will pay benefits for reasonable and customary charges for standard ward accommodation and for charges made by the hospital for services and supplies to the extent that such are medically necessary. Coverage shall also include the reasonable and customary services of a physician or legally qualified surgeon.

Prior to the commencement of any referral treatment, written pre-authorization from your provincial medical plan and the Company must be obtained. The government hospitalization or medical care plan in your province of residence (GHIP) may cover most, or all, of these costs. Any referral requires written recommendation from the physician or legally qualified surgeon stating the reason for the referral, and a letter from GHIP outlining their liability. Failure to comply in obtaining pre-authorization will result in non-payment.

The maximum amount payable for this benefit in any consecutive 12-month period is \$50,000 per Insured Person.

It is understood and agreed that expenses incurred under the Referral Services provision are not due to an emergency. It is further understood and agreed that exclusion n) is not in effect for expenses incurred under the Referral Services provision.

### **OUT-OF-POCKET EXPENSE**

If an Insured Person or their Travel Companion is hospitalized as an inpatient during their Trip and

are delayed beyond the end of their Trip the Company will pay for reasonable and necessary commercial living expenses, such as commercial accommodations and meals, incurred by any Insured Person.

### **GROUND TRANSPORTATION**

The use of a licensed ground ambulance to a maximum of \$5,000 any one accident or Sickness.

### **AIR TRANSPORTATION**

- (a) If an Injury or Sickness commencing during the course of your trip results in a medically necessary Air Transportation, the Company will pay benefits for covered expenses up to a maximum of \$300,000. An Air Transportation must first be approved by the Company and it must be ordered by a legally licensed physician or surgeon who certifies that the severity of your Injury or Sickness warrants your Air Transportation and that such is medically necessary;
- (b) If, due to the geographical area at the onset of your medical emergency an air ambulance is deemed necessary, the Company will pay the cost of a licensed air ambulance for your transport to the nearest hospital or medical facility where appropriate medical treatment can be obtained.

#### **Air Transportation means:**

- (a) your medical condition warrants immediate transportation from the place where you suffered the Injury or Sickness to the nearest hospital where appropriate medical treatment can be obtained; or
- (b) after being treated at a local hospital, your medical condition warrants transportation to the place where you reside (provided such residence is located in Canada) to obtain further medical treatment or to recover; or
- (c) both a) and b) above.

Covered expenses are only those reasonable and customary expenses, up to the maximum, for transportation, medical services and medical supplies which are medically necessary and incurred in connection with your Air Transportation. All transportation arrangements made for transporting you must be the most direct and economical route. Expenses for special transportation must be recommended by the attending physician or surgeon or required by the standard regulations of the conveyance transporting you.

Expenses for medical supplies and services must be recommended by the attending physician or surgeon. Air Transportation means any land, water or air conveyance required in connection to transport you during an Air Transportation. Special Transportation includes, but is not limited to, air ambulance, land ambulances, commercial airlines and private motor vehicles.

Charges for use of a local ambulance and/or the use of a scheduled air carrier on physician's advice, up to the cost of a one way economy air fare for you and \$250 for incidental travel expenses; if return by stretcher is required, the cost of such additional economy class seating as is necessary; if a medical attendant is required to accompany you, the Company will pay the fee of such attendant plus one return economy air fare and reasonable incidental travel expenses.

### **EMERGENCY TRAVEL ASSISTANCE OFFERS THE FOLLOWING FEATURES:**

Travel assistance is provided by Global Excel Management Inc. With centers worldwide they will:

- help locate the most appropriate medical facility for you;



- confirm coverage with AIG Insurance Company of Canada and assure the hospital that you are covered;
- guarantee payment for hospitalization, if necessary;
- arrange for admission to a hospital;
- provide translation services;
- contact your own doctor for recommendations, when required;
- contact your family and employer, when required;
- arrange for/co-ordinate emergency medical evacuation; and
- co-ordinate your return home.

### **HOW TO CLAIM**

If you require emergency medical care or hospitalization, you or someone acting on your behalf should contact Global Excel Management Inc. immediately. If circumstances prevent you from calling Global Excel Management Inc. right away, you should contact them as soon as you can. Global Excel Management Inc. will help ensure that you receive the medical care you need and, if possible, will make claims payment arrangements directly with the hospital or service provider.

**If you contact GLOBAL EXCEL MANAGEMENT INC. right away, your claim may be pre-approved so you can avoid having to pay upfront and claim for reimbursement later.** If you are not able to contact Global Excel Management Inc. before being billed for the charges, or if your medical needs are minor in nature (i.e., costing less than \$500), it is your responsibility to pay the bill promptly yourself and then submit a claim as soon as you return from your trip. In any case, your claim should be submitted no later than 90 days after the expense was incurred. Global Excel Management Inc. and the insurance company are not responsible for dealing with any payment reminders or collection notices that you receive from medical providers. To make a claim for out-of-pocket expenses, contact a Global Excel Management Inc. operator at:

**U.S. & Canada 1-877-207-5018**  
**Outside U.S. & Canada 1-819-566-3940 collect**

Give the operator your name and your Policy Number: SRG 9116153A-Class I. The operator will send you a claim form. When you complete the form, provide the patient's name and provincial health plan number and your certificate number. Be sure to attach detailed statements and original receipts showing the services rendered and the charges for each service.

Mail your completed claim form and attachments to:

**Global Excel Management Inc.**  
**73 Queen Street, Lennoxville, QC, J1M 1J3**

Please make sure you obtain your medical records, statements or detailed receipts at the time of treatment and/or discharge, to submit with your claim. All claims must be submitted to Global Excel Management Inc. as soon as possible, and no later than 90 days after the expense was incurred.

### **COORDINATION OF BENEFITS**

Global Excel Management Inc. will co-ordinate coverages with other policies according to the CHLIA's Coordinating Coverage Guidelines for Out-of- Country/Province Health Care Expenses. The total amount payable from all sources may not exceed expense you incurred.

## **EXCLUSIONS AND LIMITATIONS**

**No coverage shall be provided under Section 5 of this contract and no payment shall be made for any Medical Emergency resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of, any of the following excluded risks:**

- (a) Sickness or Injury sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;
- (b) injury sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over 80 milligrams in 100 milliliters of blood;
- (c) injury sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) (even if such drug or substance is taken outside Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a Physician;
- (d) the abuse of medication or drugs or non-compliance with prescribed medical therapy or Treatment whether prior to or during the Insured Person's Trip;
- (e) injury incurred while an Insured Person is in the course of committing or attempting to commit, any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;
- (f) childbirth or any unexpected pregnancy complications after 31 weeks;
- (g) routine prenatal care;
- (h) voluntary termination of pregnancy;
- (i) a child born during a Trip covered under this policy;
- (j) sickness or Injury where the Trip is undertaken for the purpose of securing medical Treatment or advice for such Sickness or Injury;
- (k) sickness or Injury due to participation in any professional sport;
- (l) suicide or any attempt at suicide;
- (m) intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury;
- (n) an act of declared or undeclared war, civil war, rebellion, revolution or insurrection;
- (o) repair or replacement of the following except for the purpose of modifying the item because the injury or sickness has caused further impairment in the underlying bodily condition:
  - i. existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment;
  - ii. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost;
  - iii. new eye glasses or contact lenses or eye examinations related to the correction of vision

- or related to the fitting of glasses or contact lenses;
  - iv. new hearing aids or hearing examinations;
  - v. rental of durable medical equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Emergency Medical and Therapeutic Services for rental of durable medical equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Reasonable and Customary charge in lieu of such rental expense);
- (p) personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or Hospital guest meals;
- (q) treatment or services when reimbursement or coverage by the Company would contravene any GHIP in Canada;
- (r) expenses incurred on an elective (non-emergency) basis;
- (s) any Treatment, investigation or surgery for a specific condition, or a related condition, which had caused the Insured Person's Physician to advise such person not to travel;
- (t) any services or supplies provided by an Insured Person or an Immediate Family Member of the Insured Person;
- (u) a Sickness or Injury that, at the time of departure, might reasonably be expected to require an Insured Person to undergo Treatment, investigation, surgery or hospitalization;
- (v) any service, Treatment, surgery or stay in Hospital not required for the immediate relief of acute pain or suffering or which is not Medically Necessary;
- (w) any Treatment or surgery which reasonably could be delayed until the Insured Person returns to their province of residence;
- (x) anticipated medical Treatments required on an ongoing basis or for continued stabilization of a medical condition known to the Insured Person prior to departure from their province of residence;
- (y) any sickness, injury or medical condition that is a Pre-Existing Condition within the number of days as specified in the Pre-Existing Condition Period in the Policy Schedule Declarations;
- (z) that portion, if any, of any expenses for Treatment, advice or hospitalization which are not Reasonable and Customary.

#### **EXTENDED COVERAGE AFTER TERMINATION**

In the event of the delayed arrival of your common carrier hospitalization this Plan will automatically be extended at no charge:

- 1) 24 hours in the event of a delayed common carrier;
- 2) the period of hospitalization plus 24 hours after you are released from hospital.

## **TERMINATION OF COVERAGE**

### **Coverage will terminate on the earliest of:**

- 1) the date you cease to meet the eligibility requirements of the Plan;
- 2) the date any required premium is unpaid; or
- 3) the date the Master Policy terminates or in accordance with any other terms and conditions stated in the Master Contract.
- 4) the date the member no longer satisfies the definition of an Insured Member or, for an eligible dependent, the date such dependent no longer satisfies the definition of Spouse or Dependent Child, as applicable.

When an Insured Member attains age 85, or when the Health Benefit terminates, whichever is earlier, coverage under this Plan ceases for such member as well as his or her eligible dependents. Coverage for a Spouse may terminate sooner if he or she attains age 85 before the Insured Member. Similarly, coverage for a dependent child will cease once he or she no longer satisfies the applicable criteria provided with the definition of Dependent Child.

## **DEFINITIONS**

**"Insured Member"** means you, if you are under the age of 85 and a current (in-benefit) member of Teamsters Local Union 847 Employee Life and Health Trust Fund.

### **"Eligible Dependents":**

**"Spouse"** means a person who is under the age of 85 and who is either legally married to you, or if there is no such person, is a person who, although not legally married to you, has been cohabitating with you for a period of at least one year and is publicly represented as your domestic partner in the community in which you reside.

**"Dependent Child"** means a person who is either your natural child, adopted child or step-child or a child to whom you are in loco parentis and who is (i) under 21 years of age, unmarried and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (ii) under 25 years of age (under 26 years of age if a Quebec resident), unmarried and enrolled in post-secondary education and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (iii) by reason of mental or physical infirmity is incapable of self-sustaining employment and who is considered your Dependent Child within the terms of the Income Tax Act (Canada).

**"Insured Person"** means you, the Insured Member, your eligible spouse or an eligible dependent child, if any.

**"Injury"** means bodily injury which is sustained as a direct result of an unintended and unanticipated accident, occurring anywhere in the world outside of the Insured Person's province of residence, that is external to the body and that occurs while the Insured Person's coverage under this Plan is in force and which causes a loss covered by this Plan.

**"Sickness"** means the onset of sickness or disease requiring medical treatment, care or advice while an Insured Person is travelling anywhere in the world outside of their province of residence and which causes a loss covered by this Plan.

**"Emergency"** means medical treatment or surgery for an unforeseen Sickness or Injury which makes it necessary to receive immediate treatment from a Physician or Surgeon for the immediate relief of an acute symptom of which upon the advice of a Physician or Surgeon cannot be delayed until the Insured Person returns to their province of residence.

**"Hospital"** means an incorporated or licensed hospital having accommodation for resident bed patients, laboratory, registered graduate nurses always on duty and an operating room on the premises where surgical operations are performed by legally qualified Physicians or Surgeons, but in no event shall this include a convalescent or nursing home or home for the aged or health spa.

**"Immediate Family Member"** means your Spouse, Dependent Child, parent, legal guardian, parent-in-law, brother or sister, including stepbrothers or stepsisters, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**"Physician"** or **"Surgeon"** means a medical doctor, other than the Insured Person or a member of the Insured Person's immediate family, who is licensed to administer medical treatment and prescribe drugs in the place where they provide medical services. The following are not considered to be Physicians: naturopath, herbalist and homeopath.

**"Totally Disabled"** means the complete inability of the Insured Person, as a result of Sickness or Injury, on medical evidence, as certified by a legally qualified Physician, to continue their duties or activities and to continue the trip or vacation.

**"Vehicle"** means a passenger automobile or truck with a factory rated load capacity of 2,500 pounds or less, or a motorcycle or a self-propelled mobile home designed and used for recreational purposes. Such vehicle must be insured for public liability and property damage for at least the minimum amount required by law in the Insured Person's recognized province of residence.

This brochure has been prepared to help you understand your coverage and, as such, does not create or confer any contractual or other rights. The terms and conditions governing the insurance are set out in the group Master Policy issued by AIG Insurance Company of Canada. In the event of any variation between information in this brochure and the provisions of the policy, the latter will prevail.

### **WHAT TO DO IN A MEDICAL EMERGENCY**

You or someone acting on your behalf should call Global Excel Management Inc. immediately, before you get medical assistance. If you can't call right away, contact Global Excel Management Inc. as soon as you are able to do so.

Call:

**U.S. & Canada 1-877-207-5018**  
**Outside U.S. & Canada 1-819-566-3940 collect**

The operator will ask you for:

**Your name, location and the details of your emergency**  
**Your Policy Number: SRG 9116153A-Class I**

The operators are backed by a team of emergency care professionals - physicians and nurses who work closely with the doctor looking after you, and if necessary, your family or company doctor, to help ensure that you receive the medical care you need.