

Drivers and Warehouse
Collective Agreement

Between

UNIFOR AND ITS LOCAL 1285
(hereinafter referred to as the Union)

And

THE MARTIN-BROWER OF CANADA CO.
AND ITS BRAMPTON DISTRIBUTION
CENTRE
(hereinafter referred to as the Company)

May 1, 2015 to April 30, 2018

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ARTICLE 1 - UNION REPRESENTATION

- 1.01 The Company will recognize a total of six union stewards, three of which will represent the warehouse and three will represent drivers, and one Chairperson all to be elected. The Chairperson will represent and be elected by all bargaining unit groups (Warehouse/Drivers/Office). The Company shall only recognize employees as stewards and the Chairperson after receipt of a letter from the Union.

The Chairperson shall be full-time in their role and shall work a forty (40) hour work week, Monday through Friday inclusive and will not be entitled to work overtime, unless requested by either party and approved by the Company.

It is understood that shop stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance, they will not leave their work without notifying the Supervisor. When resuming their regular work, they will report to the Supervisor and, if requested, give a reasonable explanation to their absence. With this understanding, the Company will pay for any time used by the shop stewards in handling grievances with the Company during their regularly scheduled working hours.

Processing or investigating of grievances shall not take place during overtime hours unless the event leading to the grievance occurs during the overtime assignment in question, except if requested to do so by the Company.

The Company shall recognize the six individuals and the one Chairperson, who shall constitute the plant committee and negotiating committee. In the interest of improving communications between the parties, improving the work environment, morale, and productivity the Company and the Union have agreed to create a Labour/Management Committee. This committee will meet with the Company on at least a bi-monthly basis for Labour Management meetings, unless mutually agreed otherwise. The Company further agrees to pay the Union Stewards for their attendance at these meetings. The committee will not have any authority to change any term or condition of the Collective Bargaining Agreement, any Company policy or procedure, or engage in discussion or resolution of any pending grievances.

The Company agrees to retain union representatives at work during any layoffs or cutbacks in employment provided they are willing and able to perform during their respective terms of office.

The company shall allow paid time off the job in the grievance meeting and

negotiation meetings with the Company. Paid time off will consist of 8 hours a day for negotiations and scheduled hours of work for grievance meetings. **The Company will provide one paid day at Local 1285 for the Chairperson and one steward from each department to review the final Collective Agreement.**

Authorized National/Local Representatives of the Union shall have access to the employer's premises at any reasonable time for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

With prior notice to the employer, and upon proper entry, an authorized Representative may speak with any bargaining unit employee or group of employees concerning Union business provided it does not interfere with the efficient operation of the Company.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union (**UNIFOR AND ITS LOCAL 1285**) as the sole collective bargaining agent for all employees of the Company working in and out of Brampton, Ontario, save and except Supervisors, persons above the rank of Supervisors, office and sales staff and persons who have not yet passed probation.
- 2.02 If the Company decides to permanently close the Brampton, Ontario facility and transfer to a new facility elsewhere in the Province of Ontario, **all seniority listed employees** as a result of that decision will be afforded the opportunity to work at the new facility by being granted transfer rights for the initial staffing of the new facility. In that circumstance, the Company will recognize the Union (**UNIFOR**) as the sole collective bargaining agent for all warehouse, drivers and customer service representatives employed by the Company at such new facility, save and except Supervisors, office and sales staff and persons who have not passed probation.

ARTICLE 3 - RESERVATION TO MANAGEMENT

- 3.01 The Management of the business and the direction of the working force, including the right to plan, direct and control operations, to use improved methods and equipment, hire, suspend, transfer, promote, demote, discharge or discipline shall be vested in the Company subject to the provisions of the Agreement.

- 3.02 The Company will have the right to establish reasonable shop rules. The application of such rules shall be subject to the Grievance Procedure.
- 3.03 No work will be contracted out nor will management or any other person(s) perform any work which comes under the jurisdiction of this Labour Agreement except for the following:
- a) Instruction employee(s).
 - b) An emergency.
 - c) When regular employees are not readily available.
 - d) Research and Development.
 - e) Small shipments of 1,000 lbs. or less.
- 3.04 This Agreement contains all of the rights, terms and conditions of employment for the employees of the bargaining unit named herein.

ARTICLE 4 - UNION SECURITY

- 4.01 The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.
- 4.02 New Employees shall make application for membership in the Union on cards supplied by the Union at the time of their hiring and will become and remain members of the Union in good standing as a condition of their employment. The application card will be forwarded to the Union by the Company with the first dues payment.
- 4.03 The Company agrees to deduct Union initiation fees and dues as specified in writing by the Union. The Company will remit the dues collected to the Union each month.
- 4.04 The union shall indemnify, defend and hold the Company harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any

action that shall be taken by the Company for the purpose of complying with the provisions of this Article.

- 4.05 A student employed on a part-time basis in the Warehouse is required to pay union dues as specified in writing by the union.
- 4.06 The Company will forward to the Union, every three (3) months, a seniority list which will include the names, starting dates, last known address of record, social insurance numbers, positions and departments of all full-time bargaining unit employees. Also, a seniority list containing the same information, excluding position, will be included for all student employees.
- 4.07 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.08 When hiring takes place, the Company will provide the Union Chairperson or designate with written notification of whether the employees being hired are being hired as full-time or as students, such notification will be provided within seven days from the date of hiring.
- 4.09 When an employee completes **their** probationary period, the Company will provide the Union Chairperson or designate with written notification informing the Union of the completion of **their** probation, such notification will be provided within seven days from the date of the employee completing **their** probation.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

- 5.01 A grievance shall be filed as a complaint, dispute or controversy concerning meaning, interpretation, scope or application of this Agreement. To be considered timely, a grievance must be filed, in writing, within thirty (30) working days of the date of the incident which gave rise to the grievance. In the case of termination of employment, a grievance must be filed, in writing, within ten (10) working days of the date of the incident which gave rise to the grievance.
- 5.02 A grievance shall be resolved in the following manner:

STEP 1: When an employee who believes he has a grievance, or one designated member of the group who feel they have a grievance, shall first discuss the matter

with the Supervisor in the presence of the appropriate Steward or Alternate who will attempt to resolve it.

STEP 2: If the matter is not disposed of at Step 1, the grievance shall be reduced to writing on a form provided by the Union, signed by the employee(s) and the Chairperson or **their** designate and given to the Supervisor and/or Department Manager. Incorporated on the form shall be a brief and specific statement of facts relied upon, the reason upon which the grievance is based, and the relief requested. Once per month on a date mutually selected by the parties, in an effort to resolve any properly submitted grievances, the Department Manager will give a written disposition to the grievance within five (5) regular working days following the meeting with the employee and the Chairperson or **their** designate and the local officer.

STEP 3: If not settled, the Step 2 answer must be appealed in writing to the Department Manager within three (3) days after the date of the Step 2 answer. A Step 3 meeting to discuss the matter will be scheduled within seven (7) days of the Union's appeal.

The Step 3 meeting members will include the Distribution Centre Manager or **their** designated representative, the Department Manager, the Chairperson or **their** designate & National Rep or **their** designate.

The Company will provide written disposition to the grievance within five (5) regular working days following this Step 3.

STEP 4: If the matter is not resolved, the Union may appeal the matter to an Arbitrator within ten (10) working days from the date of the Company's Step 3 response.

5.03 The Arbitrator shall have only the functions set forth herein. **Their** authority is confined to the interpretation and application of the express terms of this Agreement and is to be exercised only with respect to claims of the alleged violation of the specified terms of this Agreement which have been processed in accord with this grievance procedure. He shall have no power to establish or change provisions of this Agreement.

5.04 The decisions of the Arbitrator shall be final and binding on the Company, the Union, its members and the employee(s) involved, and shall be rendered as soon thereafter as possible from the date of the hearing.

- 5.05 The fees and expenses of the Arbitrator and the cost of the hearing meeting room shall be borne equally by the parties. All other expenses of arbitration including representatives of the parties shall be paid by the party incurring them.
- 5.06 Any complaint, difference or dispute arising directly between the Company and the Union shall be originated at Step 3.
- 5.07 All grievance resolutions arrived at between representatives of the Company and the Union shall be set forth in writing and shall be final and binding upon both parties as well as the employee or employees concerned.
- 5.08 Any of the time limits in the grievance procedure may be extended for stated periods of time by mutual agreement in writing.
- 5.09 A grievance which is not appealed within the applicable time limits shall be considered settled on the basis of the last Company answer.
- 5.10 In the case of disciplinary actions, **or discussions that might lead to discipline**, which would become part of the employee's record, the employee shall be represented by a Steward or Alternate Steward. This will not however restrict the Company in any way from taking any actions necessary to protect the safety of employees or in cases of gross misconduct (i.e. insubordination, fighting, theft).
- 5.11 If an employee is suspended or discharged, the Company shall give him a statement of the reason for such suspension or discharge. A claim by the Union that an employee has been unjustly suspended or discharged may be made the subject of a written grievance and appealed directly to Step 3 of the Grievance and Arbitration procedure provided that such written grievances are lodged with the appropriate manager within the appropriate timelines as described in Article 5.01. Such special grievance may be settled under the Grievance Procedure by:
1. Confirming the Company's action in suspending or dismissing the employee; or,
 2. Reinstating the employee with full compensation; or,
 3. Any other arrangement which may be deemed just and equitable.

If the matter is not resolved to the mutual satisfaction of the parties, the Union may appeal the matter to an Arbitrator as outlined in Step 4 above. If the Union does not appeal the matter to arbitration within the time limits set forth in Step 4 above, the matter will be considered resolved based upon the Company's last response. If there is a timely appeal, the arbitration procedure will be followed.

- 5.12 It is understood that shop stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance, they will not leave their work without notifying the Supervisor. When resuming their regular work, they will report to the Supervisor and, if requested, give a reasonable explanation to their absence. With this understanding, the Company will pay for any time used by the shop stewards in handling grievances with the Company during their regularly scheduled working hours.

Processing or investigating of grievances shall not take place during overtime hours unless the event leading to the grievance occurs during the overtime assignment in question, except if requested to do so by the Company.

- 5.13 An employee's record shall not be considered beyond twelve (12) months from the date prior discipline is imposed, with the exception of just cause discipline for incidents of harassment and violence which will remain on the employee's record for eighteen (18) months. Any one-day suspension to a driver shall approximate eight (8) hours pay for every day of suspension.

- 5.14 **All discipline to an employee's record by the company must be received in writing by the employee within fifteen (15) days of the incident which gave rise to the employee being disciplined. As it relates to collisions, the time limit will be 45 days. Failing to meet the time limit will deem the discipline to the affected employee to be null and void, and will be removed from the employee's record and made whole for all their losses. However, if the Company is unable to meet the time limit due to the investigation, the Company shall notify the union in writing prior to the end of the of the 15 day cut-off time limit.**

Separate categories of discipline are as follows:

- **Attendance**
- **Job Performance**
- **General Culpable behaviour**

Each separate category of discipline will be subject to the progressive steps of discipline as follows:

If the company deems it necessary to render discipline to an employee under Attendance or Job Performance, the company will on a first offense provide to the employee a coaching letter and have a discussion with the effected employee on how to prevent future occurrences.

If the company deems it necessary to discipline an employee for future occurrences under Attendance and Job Performance it would be as follows.

- **Second occurrence = verbal warning plus discussion with the employee**
- **Third occurrence = written warning plus discussion with the employee**
- **Fourth occurrence = one day suspension plus discussion with the employee**
- **Fifth occurrence = three day suspension plus discussion with the employee**
- **Sixth occurrence = five day suspension plus discussion with the employee**
- **Last occurrence – termination of employment**

For the General culpable behaviour, the Company reserves the right to skip steps depending on severity of the offence; however such discipline must be fair and reasonable.

The company may choose a lesser form of discipline at any one of the above steps. The company will not carry or accumulate an employee's disciplinary record from one category to another category.

ARTICLE 6 - SENIORITY

- 6.01 a) Probationary period to be 90 calendar days, however, if an employee on probation makes himself or herself unavailable for a period of two (2) weeks or more during the 90 calendar days then the time he or she is absent will not be included in the 90 calendar days.
- b) A full-time employee's seniority begins on the date of hiring as a full-time employee, provided he has served **their** probationary period. The Company will post the name and date of newly hired employees. When two (2) or more

employees commence work on the same day, the employee with the lowest last three (3) social insurance number digits shall be considered senior.

6.02 Employees who have not forfeited their seniority rights as provided for hereunder shall be recalled in order of seniority, ability being sufficient.

6.03 The Company shall give seniority employees five (5) working days notice of layoff or pay in lieu thereof. Whenever possible, the Company will provide seven (7) calendar days notice of recall; this does not apply to a recall of less than five (5) working days.

6.04 An employee shall lose all seniority if he:

- a) Voluntarily quits the employ of the Company, including voluntary retirement;
- b) Is laid off for a period of more than eighteen (18) months or **their** length of service, whichever is less;
- c) Is justifiably discharged;
- d) If, after having been notified by registered mail at **their** last known address to return to work following a layoff, he fails to notify the Company one (1) working day after receipt of the letter of **their** intention to report for work and/or fails to report for work within five (5) days after notification by registered mail from the Company.
- e) Absent for five (5) consecutive working days without reporting, unless such absence is for a justifiable cause, which can be substantiated to the Company's satisfaction.
- f) Employees who accept positions (with the Company) not covered by this Agreement, will retain their bargaining unit seniority for a maximum of three (3) months. If during the three (3) month period he returns to the bargaining unit, he shall be returned to **their** original job.

6.05 It shall be the duty of the employees to notify the Company promptly of any change of address and/or telephone number in writing. **In addition, the employee is required to promptly update their personal contact information on VIC.** If the

employee fails to do so the Company shall not be held responsible for failure of notice to reach such employee.

- 6.06 In the event emergency work arises requiring immediate help, the Company will endeavour to notify seniority employees on layoff by telephone of the availability of such work. If such laid-off seniority employees cannot be so contacted, then the work may be reassigned.
- 6.07 A seniority list by classification will be posted on the bulletin board and will be revised by the Company at least every three (3) months. A copy of these seniority lists will be provided to the Union. Such lists will contain the employee's name, classification and starting date. Employee addresses, telephone numbers, and /or social insurance numbers will not be posted in the plant.
- 6.08 Student employees shall have no rights under the terms of this Agreement except as provided herein and by law. Students shall be paid in accordance with Appendix A. Students may be employed as vacation and/or short term disability replacements during prime time. Outside of prime time, students may be employed as vacation and/or short term disability replacement after all qualified and available resources within the bargaining unit have been exhausted. Students shall be scheduled to include Saturday and Sunday work.
- 6.09 If a student employee becomes a regular, full-time employee, **their** seniority date shall be **their** first day of actual employment on a full-time basis, provided he has served the probationary period set forth in this Agreement.

ARTICLE 7 - DRIVERS HOURS OF WORK AND OVERTIME

- 7.01 1. Bid packages will consist of regular designated run schedules. The Company will create 90% of the bid packages within the parameters listed below while adhering to legislation and customer requirements, considering the available work.
- (a) One weekend off (defined as Friday 7:00 p.m. to the latest dispatch possible Monday or later in the week) or for PM Drivers either Saturday at 2:00 a.m. to the latest dispatch possible on Tuesday or Friday 2:00 a.m. to the latest dispatch possible on Monday) each four (4) or five (5) day rotating cycle.

- (b) A minimum of forty (40) hours scheduled work {(DOT hours) including Statutory Holiday Pay} in the payroll week.
 - (c) A minimum of ten (10) hours off-duty between runs as determined by the master schedule.
 - (d) Not mix AM/PM runs on bids, where possible.
 - (e) Follow restaurants.
 - (f) As consistent as possible start times.
 - (g) Consecutive days off.
 - (h) Adhere to safety fatigue guidelines.
2. (a) A joint committee will be formed to review the Driver Bid packages. There will be two people from the Bargaining Unit, selected by the Union and two people from Management. At a minimum of four (4) weeks prior to the end of the current bid, the joint committee shall, as a group, review the Drivers bid package in advance of the bid process for the purpose of verifying compliance with Article 7, Health and Safety and clerical accuracy. If issues arise, the DCM and Local Chairperson will be involved. If the issues cannot be resolved, the **UNIFOR** Local 1285 Rep or **their** designate and the Vice President of Operations or **their** designate will be brought in to try and resolve the dispute.

Bid packages will be put together by the Company at least four (4) times a year as determined by customer demand. **Four (4) drivers may elect to pass on bid packages and move to non-bid work. For the period of the summer bid, this number will increase to eight (8).** Drivers will have three (3) days to review the new bid packages. Upon completion of the review period, each Driver must contact the Company at the designated time as determined by their seniority to exercise their bid or be assigned a bid package by the Company in accordance with **their** seniority.

Drivers on vacation at the time a bid meeting is scheduled must indicate their preference in bids to the Company in writing prior to leaving on vacation. Any Driver who fails to comply with this provision, including Drivers absent due to sickness or injury, will be assigned a bid by the Company and will work such

bid until the next bid meeting is held, except for vacancies as a result of termination, resignation or layoff.

- (b) Non-bid work is considered work that could not be made into a regular bid run package and work left uncovered due to the absence of the regular bid run Driver regardless of the reason or duration. Non-bid Drivers are those Drivers who are not able to bid on a regular bid package under (a) above because there were no bids left available. **Only the four (4) most senior non-bid drivers may pass on his opportunity to bid on weekly bid packages.**
 - (i) Non-bid work will be assessed on a weekly basis and made into temporary weekly bids to be offered to non-bid Drivers by seniority. Drivers must have the available DOT hours to choose the weekly bid. **Provided all weekly bids are assigned and there is no non-bid weekly work remaining, the four (4) most senior non-bid drivers in an assigned week will have the option to pass on temporary weekly bids or remain on open board daily.**
 - (ii) The remaining non-bid work, if any, will be assigned to the remaining Non-bid Drivers in accordance with seniority.
 - (iii) Non-bid Drivers must return a **phone call** within 15 minutes. A non-bid Driver who fails to return a **call** within 15 minutes will have forfeited **their** right to exercise **their** seniority in choosing from the non-bid work and will be offered a choice of the remaining non-bid work when the **call** is returned.
 - (iv) In the event no non-bid Drivers are available, such work will be offered to bid run Drivers that have signed the preference sheet, making themselves available, by seniority; however the junior available bid run Driver must perform the work. Extra work will be assigned in accordance with Article 7.01 Section 4.
 - (v) In the event that Drivers are on lay-off, the Company will offer any unassigned runs to laid off Drivers before forcing junior Drivers at work to take the work.
 - (vi) If a Driver works **their** regularly scheduled day off, he shall be compensated at one and one-half (1 1/2) times **their** regular hourly rate of pay for all hours worked on **their** regularly scheduled day off.

(vii) If a driver completes their scheduled layover in one day they will not be required to work the next day and will maintain their 40 hour guarantee.

3. The Company will not utilize the services of agency Drivers until all qualified and available resources within the bargaining unit have been exhausted unless the integrity of the bid packages would be compromised.

It is recognized that the Company reserves the right to change the scheduled runs at any time, recognizing seniority.

- (a) In the event of a route elimination or consolidation the affected drivers in order of seniority will have the option to take the consolidated runs or be assigned to non-bid work by seniority for that day. This shall also apply in the event of a layover for all scheduled days of work. This option is providing that the Driver contacts the transportation department prior to 00:01 of the day prior to the departure day of the route. The Driver must declare **their** choice of runs when 1st offered, providing **their** choice does not interfere with the remainder of the bid and DOT hours availability.
- (b) In the event the Driver does not choose as provided, the Driver will be assigned the consolidated run with the highest gross dollar earnings at the time the run is “finalized”, provided it does not interfere with the remainder of the bid and DOT hours availability.
- (c) In the event of route elimination, the Driver whose run is eliminated will be assigned to non-bid work in order of seniority. Non-bid work assigned must not interfere with bid and DOT hours availability.
- (d) Regular bid run Driver returning to work from short or long term disability, WSIB, or an authorized leave of absence must inform dispatch, in writing with medical clearance, if requested, within a minimum of 48-hours of their next scheduled bid run. A Driver who does not provide 48-hours notice will be assigned to the non-bid by seniority without any guarantee.
- (e) A regular bid run Driver who, as a result of a route elimination or consolidation, has been assigned to non-bid, will be offered work in accordance with the following:

1. If “bumped” from an A.M. local run, he will be offered spare A.M. dispatches for the day of departure.
 2. If “bumped” from an A.M. layover run, he will be offered all A.M. and P.M. spare dispatches for the first day and all A.M. spare dispatches for the second day.
 3. If “bumped” from a P.M. local run, he will be offered spare P.M. dispatches for the day of departure.
 4. If “bumped” from a P.M. layover run, all P.M. spare dispatches for the first day and all A.M. and P.M. spare dispatches on the second day.
- (f) In the event of a schedule revision where a Driver’s regular bid run becomes split over a two (2) day period and one (1) of which is not **their** normal scheduled day of work, the affected Driver will be offered **their** choice of one (1) of those runs provided he has the seniority and the available DOT hours to complete the available work.
- (g) In the event the affected Driver “bumps” a less senior Driver to non-bid, the “bumped” Driver shall be placed in a position on the non-bid in accordance with **their** seniority for those days. A Driver returning from a regular bid with insufficient off-duty time available to permit a timely dispatch for **their** next bid run shall be assigned to non-bid in accordance with **their** seniority for the duration of **their** said next bid run.
- (h) A regular bid run Driver who returns from vacation will be assigned non-bid work in accordance with **their** seniority for the duration of **their** bid run in the event **their** scheduled run will depart from the Centre less than eight (8) hours from **their** return date.
- (i) The Company agrees that if a Driver’s Bid Package is altered on a permanent basis, the Company will use its best effort to accommodate the Driver.
- (j) In the event a Driver’s route is altered to the extent that he would be required to layover, he will be given at least eight (8) hours notice prior to **their** scheduled departure time, whenever possible. Further, a regular bid run Driver whose local run is altered to the extent that it becomes a layover shall have the option not to accept said layover run. In the event he does not accept the layover, the regular bid run Driver will be assigned to non-bid work in accordance with **their**

seniority for that day and will not be eligible for the forty-hour guarantee for that week.

(k) If the Company needs to alter grouped cart runs on a daily basis, employees shall have the opportunity to select from among the regrouping of runs on the basis of seniority, provided each Driver affected has the available DOT hours and the selection does not interfere with the remainder of the bids for any of the affected Drivers.

(l) All bid run drivers assigned to spare board must contact dispatch by 10:00 a.m. the day prior to the regular scheduled work day.

4. The regular workday for Drivers shall consist of eight (8) hours and the regular work week shall consist of forty (40) hours. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one half (1 ½) times the regular hourly rate of pay. On any layover the first day will be guaranteed a minimum of eight (8) hours and on the second day a minimum of four (4) hours guaranteed. A layover is defined as any trip which requires to sleep away from **their** home terminal. Overtime work will be offered to Drivers in order of their seniority, providing it will not interfere with **their** scheduled run. There will be no pyramiding of overtime.

Any non-bid driver who passes on a weekly bid will retain their (4) hour guarantee or pay in lieu of: however, if a driver passes on daily work they will forfeit their guarantee. *[[HR note: the MOA showed original language here...but was unable to locate the original language so all is bolded and underlined]]*

It is understood that the Company reserves the right to change the scheduled runs at any time, recognizing seniority.

All Drivers are guaranteed a forty (40) hour work week or pay in lieu thereof providing they perform their regularly bid run. If a Driver's bid run has been altered to below forty (40) hours or pay in lieu, he will be offered work in accordance to dispatch procedures to make up the guarantee. Any Driver who is absent, for a reason not compensable by the Company, without leave or refuses any offer of work will not qualify for such forty (40) hour guarantee or pay in lieu thereof at their regular straight time hourly rate.

- 7.02 Any employee who is called at a time not previously scheduled shall, whenever possible, be given notice of same at least eight (8) hours prior to reporting. An employee must similarly, whenever possible, give the Company eight (8) hours notice if unable to attend work. A Driver recalled to work after having completed **their** day's work shall receive a minimum of four (4) hours pay at the applicable rate regardless of the amount of time he is required to work. In the event a Driver reports as scheduled and no work is available, he will be provided with a minimum of eight (8) hours alternative work or pay in lieu of work.
- 7.03 Drivers shall be paid for a total of not more than one (1) hour per each shift for all necessary miscellaneous work including, but not limited to equipment inspection, hooking up, spotting, parking, fueling, filling CO² tanks, etc. Any claim for time spent in excess of one (1) hour must be supported with a full explanation in writing. All miscellaneous work must be logged as such.
- 7.04 In the case of breakdown of equipment, Drivers shall be paid the straight hourly rate of fifteen (15) hours out of each twenty-four (24) hour span that the Driver is required to stay with the equipment until relieved by the Company.
- 7.05 Drivers are required to attend meetings as directed by the Company and are entitled to four (4) hours pay at straight time and such pay shall not be used in the computation of overtime.
- 7.06 A Driver must layover if so directed by the Company; however, such a layover shall not exceed ten (10) off-duty hours, except by mutual agreement between the Company and the Driver. Out-of-pocket expenses will be reimbursed within seventy-two (72) hours.
- 7.07 Overtime shall be on a voluntary basis by seniority, providing it will not compromise the integrity of **their** bid package. Employees individually reserve the right to refuse to work overtime; however, in the event all employees refuse the overtime assignment, then the junior qualified employee shall be required to perform the work.

If there are no qualified employees to perform the work, then the Company may use any means at its disposal to ensure customer service and an efficient operation. There shall be no pyramiding of overtime. Overtime refusals may not affect a Driver's bid run. Drivers must complete all runs unless relieved by the Company.

- 7.08 Team Operations:

Sleeper teams are defined as a combination of two (2) over-the-road Drivers working together on over-the-road runs. Such Drivers shall be paid in accordance with the following:

A. Miles and Hours

Highway runs or trips shall be paid for at the rate as set forth above per kilometer for kilometers driven from the departure point to the farthest delivery point and for return to the terminal.

The applicable hourly rate shall be paid for time spent actually unloading the truck during deliveries, but there shall only be one (1) Driver on duty at the time of such deliveries. Each Sleeper Team Driver must keep a log, which accurately reflects the hours that he has worked. However, the total number of hours worked by both members of the Sleeper Team can be totaled together and payment for such hours can be equally divided between each member of the team.

B. Miscellaneous Work

Sleeper Teams shall be paid for a total of not more than one (1) hour per trip for all necessary miscellaneous work in connection with an over-the-road run. Any time spent for such necessary miscellaneous work over and above one (1) hour for each highway trip shall be reported by the Drivers with a full explanation in writing as to the reason for such additional delay. Only in the event that the grounds for the delay or additional time is reasonable and fully explained will the Company pay for such additional time. Such payment shall be divided equally between the Sleeper Team members.

C. Breakdown of Equipment

In the case of equipment breakdown, Drivers shall be paid the hourly rate for all time spent with the equipment until relieved from duty by the Company. Furthermore, such payment shall be limited to only include the Driver on duty at the time such breakdown occurs.

D. Additional Conditions

- (i) Company will provide bunk linen, which will be maintained by the individual Drivers.
- (ii) Eight (8) hours off between runs.
- (iii) Driving partners will be chosen by the senior team member provided that the employee chosen has sufficient seniority to ensure **their** assignment to a designated bid run and as long as such practice is legal. The remaining team member will continue to select their partner in the event of the absence of the original team member.
- (iv) No more that 18% of total dispatches shall be team runs.
- (v) Minimum team radius of 400 kilometers.

E. The Company will continue the practice of granting each Team Run Driver with one (1) hour per day with pay for the purpose of personal hygiene.

7.09 In the event that layoffs are necessary, the Company shall layoff in reverse order of seniority. Notwithstanding a senior Driver may elect to take a voluntary layoff in place of a junior employee.

Further, in the event of a lay off, and a junior driver is on a bid package, as per 7.01 (2), said work will be moved to non-bid work.

In the event of a recall, Drivers will be recalled in accordance with their seniority. However, the Company will not recall any Driver unless there is a minimum forty (40) hours work available to that Driver.

Senior Drivers who have voluntarily accepted a lay-off may elect to be bypassed in a recall except where the recall is as a result of the start of a new bid schedule or the senior Drivers on voluntary lay-off are the last available Drivers.

ARTICLE 8 - WAREHOUSE HOURS OF WORK AND OVERTIME

8.01 Shifts will be designated by the Company and will consist of eight (8) consecutive hours, five (5) days per week (Sunday through Saturday) or ten (10) consecutive hours per day, four (4) days per week (Sunday through Saturday).

Each employee assigned to a shift of eight (8) hours per day will receive one paid twenty (20) Minute lunch period and two (2) paid ten (10) minute rest periods during the course of each day as scheduled by the Company. Each employee assigned to a ten (10) hour per day shift will receive one paid twenty (20) minute lunch period and two (2) paid ten (10) minute rest periods during the course of each day as scheduled by the Company. Each employee assigned to a twelve (12) hour per day shift will receive one paid twenty (20) minute lunch period and three (3) paid ten (10) minute rest periods during the course of each day as scheduled by the company.

Except for Spare board, Probationary and Students, an employee will be provided with no less than two (2) consecutive days off during the period Sunday through Saturday. The Company will give the Union at least five (5) days notice in the event it determines it necessary to revise the shift schedules and the Company and the Union will meet during said five (5) day period.

The Company agrees to introduce 8 and 12 hour schedule rotating shifts. The Union agrees to review with the Company the shifts every 6 months after the date of ratification to ensure that they consistently meet productivity and safety standards on 12 hour shifts. In the event that there are significant or consistent productivity or safety losses, 12 hour shifts will be discontinued.

8.02 Employees will receive overtime premium payments equal to one and one-half times (1 ½ x) their regular hourly rate as follows:

- a) For the first two (2) hours worked in excess of their regular daily scheduled hours; and
- b) For all hours worked in excess of forty (40) hours per work and payroll week (Sunday through Saturday); or employees on the rotating bid package will receive overtime for all hours worked in excess of their normally scheduled work week.
- c) Provided the employee has worked all scheduled hours during that payroll week, or been compensated for a statutory holiday, floating days, or bereavement.

Employees will receive premium payments equal to two times (2x) their regular hourly rate as follows:

- i) for all hours worked in excess of the first two (2) hours of overtime per day; and,
- ii) for all hours worked in excess of forty-eight (48) per work and payroll week (Sunday through Saturday); and,

There shall be no pyramiding of overtime or duplication of hours for premium payments under the terms of this Agreement.

8.03 Overtime, other than on a statutory holiday, shall be on a voluntary basis and the employees individually reserve the right to refuse to work overtime. If all employees refuse to work the overtime assignment, the Company may require the junior available spare board employee(s) to perform the available work or call-in students or may contract out the work. The Company will provide at least three (3) hours notice of overtime, except for reasons beyond its control.

Overtime on a statutory holiday shall be on a voluntary basis; however, in the event there are insufficient volunteers, the Company may require the junior available warehouse employee(s) assigned to the shift in question during the week of the holiday to perform the work or call-in students or contract out the work.

Employees who volunteer for overtime or are assigned pursuant to this section and fail to work the assigned overtime, for any reason, will be considered a work refusal and may be disciplined.

8.04 For the purposes of this article, a Full Time Bid employee does not include:

1. Probationary employees
2. Students

Full time bid employees shall have a straight time guarantee of forty hours per week; employees on rotating bid packages shall have a straight time guarantee of eighty hours every two weeks (36 hrs/44 hrs); in addition a guarantee of forty hours per week will apply to an employee forced onto a rotating bid for a single week.

The guarantee of forty hours per week will not apply for reasons of suspension, discharge, layoff, recall and while receiving benefits from WSIB, or the Health and Welfare Plan or to an employee that is absent or refuses to work.

8.05 Overtime consecutive with the shift shall be offered in descending order of seniority within the employees normally assigned to that shift, and employees not at work when such overtime is offered shall be ineligible for such overtime unless there are not sufficient employees on the premises to perform the available work. Overtime assignments for work on an employee's scheduled day off in the period Sunday through Saturday will be made by overall seniority. No employee will be required to work more than fourteen (14) consecutive hours in any twenty-four (24) consecutive hour period.

Overtime assignments on a paid holiday will be by overall seniority within shift.

8.06 The Company will assign employees working overtime a regular workload for the overtime period. Once an employee has finished the work, the employee may leave at the end of the overtime period, assuming that the work was properly completed, up to a maximum of thirty (30) minutes prior to the end of the overtime. The employee must inform the shift supervisor and properly punch out.

8.07 Any employee who is called in at a time not previously scheduled shall, whenever possible, be given notice of same at least three (3) hours prior to reporting. An employee must similarly, whenever possible, give the Company three (3) hours notice if unable to attend work.

8.08: Shift bid packages shall consist of regular designated work schedules as well as spare board work. Warehouse employees shall bid and such bids will be awarded in accordance with seniority. All warehouse employees will be required to bid on a shift package at least four (4) times per year as determined by customer demand.

However warehouse employees not on rotating bid package may transfer to another shift he considers preferable for periods of five (5) consecutive work days or more providing he has the seniority to do so and that sufficient number of experienced employees remain on the shift from which he transfers to enable the Company to maintain an efficient operation.

The Company will use the following percentages as a basis to determine the regular work schedule:

- 28% of the regular full-time employees on a bid shall work neither Saturday nor Sunday.
- **34%** of the regular full-time employees on a bid shall work one of Saturday or Sunday.

- 28% of the regular full-time employees on a bid shall work on a rotating schedule consisting of a combination of eight and twelve hour shifts comprising alternating thirty-six and forty-four hour work-weeks, every other weekend off.
- **10%** of the regular full-time employees on a bid shall work both Saturday and Sunday.
- The Company shall schedule a maximum of **18%** of the regular full-time employees on spare-board on a given bid-package and work shall be scheduled for both Saturday and Sunday.
- With reference to a week which includes a statutory holiday, the Company and the Union agree to use the aforementioned percentages as a guideline only to determine the work schedule; in such cases the Company agrees to review the schedule with a Union steward prior to posting.

The Company shall post the bid schedule one (1) week in advance on every Sunday before noon. Any employee choosing to transfer to a preferred shift must indicate **their** choice on the bidding schedule by no later than noon on Wednesday of each week. Remaining uncovered shifts will be assigned by seniority.

Spare board (warehouse) work is considered work which could not be made into a regular shift bid package and work left uncovered due to the absence of the regularly scheduled employee regardless of the reason or duration and will be directed by the Company. Spare board work will be offered by seniority; however, the junior most warehouse employee with available hours must accept the offer of spare work.

Spare board employees will have one (1) designated day off Monday through Friday. Spare board employees will choose, by seniority, their day off up to a maximum of two (2) employees off on any day.

In the event all spare board employees have been scheduled, such work will be offered as overtime to the regular bid shift employees by seniority.

The number of warehouse spare board employees will be determined by the Company.

Communication between the Company and spare board employees for the duration of this Agreement will continue following the procedures and rules mutually agreed upon the Company and the Union.

In the event that layoffs are necessary, the Company shall layoff in reverse order of seniority. Notwithstanding a senior warehouse employee may elect to take a voluntary layoff in place of a junior employee.

Senior warehouse employees who have voluntarily accepted a lay-off may elect to be bypassed in a recall except where the recall is as a result of the start of a new bid schedule or the senior warehouse employees on voluntary lay-off are the last available warehouse employees.

The Warehouse will have a minimum of ten (10) days to review the new bid package before bidding is to commence. If the 10 days cannot be met, the Union and the Company will meet to discuss and mutually agree on a revised timeline.

The Company and the Warehouse employees must be in contact within the designated bid time, which will be scheduled in half (1/2) hour increments. As determined by their seniority the employee will exercise their bid choice or be assigned a bid by the Company in accordance to their seniority and previous choices.

Warehouse employees on vacation at the time of their designated bid selection must indicate their preference in bids to the Company in writing prior to leaving on vacation. Any Warehouse employee who fails to comply with this provision including Warehouse employees absent due to sickness or injury will be assigned a bid by the Company and will work such bid until the next beginning of the next bid, except for vacancies as a result of termination, resignation, lay-off and the regular provisions of Article 8.08

- 8.09 Warehousemen are required to attend meetings as directed by the Company and are entitled to four (4) hours at straight time and such pay shall not be used in the computation of overtime.
- 8.10 The Company will accommodate those employees unable to perform the full scope of warehouse work assignments provided **their** physical impairment is substantiated to the Company's satisfaction and by the Company's physician, and the employee is able to perform the essential duties of the job, The Union may, if in it's opinion an injustice has been done to the employee, have such employee examined at the Union's expense.

ARTICLE 9 - CLASSIFICATION, PAY RATES & SPECIAL ALLOWANCES

9.01 The classifications, rates of pay and effective dates are set forth in the Appendices to this Agreement. An employee shall be classified and paid in accordance with the schedule set forth therein.

9.02 Warehouse worker shift starting times and shift premium:

- (a) First shift – 6:30 a.m.
- (b) Second Shift – 4:30 p.m., plus **eighty (80)** cents per hour shift premium
- (c) Third shift – 6:30 p.m., **or later** plus **ninety (90)** cents per hour shift premium

9.03 (a) Any employee, other than those specifically provided for in Clause 9.02 (b) who works two (2) hours or more outside of **their** standard daily hours of work shall be paid an honorarium of \$8.13, effective May 1, 2000.

(b) Any Driver required on an assigned trip to sleep away from **their** home terminal shall be reimbursed as follows:

A maximum honorarium will be provided of **sixteen (16) dollars** on the first day of layover.

For each additional hour beyond the first twenty-four (24), an honorarium, equal to sixty-three (\$.63) cents per hour shall be provided.

(c) Any Driver required on an assigned trip to sleep away from **their** home terminal shall be reimbursed the entire cost of the motel room provided he has secured the proper approvals prior to incurring the expense.

(d) **All drivers will be paid a shift premium for the first eight (8) hours scheduled as follows:**

May 1, 2015	Fifty (50) cents per hour
May 1, 2016	Sixty (60) cents per hour
May 1, 2017	Eighty (80) cents per hour

ARTICLE 10 - JOB POSTING

10.01 When a permanent full-time opening occurs within a department, the following job posting procedure will be followed in an attempt to fill the job internally for individuals who have met the conditions in 6.01 a):

- (1) The position will be advertised by posting on the bulletin board for three (3) working days and will be filled no later than **thirty (30)** working days thereafter.
- (2) A copy of the posting will be forwarded to any person who is absent from work for such three (3) days.
- (3) Applications for job vacancies will be made in writing by interested employees within the three (3) working days posted. However, absent employees will have up to an additional seven (7) days.
- (4) An absent employee making application must be available to fill the vacancy within thirty (30) days after application is made.
- (5) A list of applicants will be posted at the close of bidding. In filling a job opening, ability being sufficient, department seniority shall be the governing factor.
- (6) Minimum requirements for Driver Qualifications:
 - (a) Able to pass standard written and road tests as directed by the Company.
 - (b) Pass Driver Physical Exam as directed by the Company.
 - (c) Class AZ Driver's license and shall serve a probationary driving period of 240 hours.
 - (d) If during **their** probationary period, has a preventable accident, he may be returned to **their** former position.

10.02 Notwithstanding any other provisions of this Agreement, the Company may fill any vacancy temporarily in order to carry out the provisions of the Article.

In filling a temporary driving position, the Company shall utilize those warehouse employees who have acquired their AZ license and have been successfully tested by the Company.

10.03 It is understood that an employee in a training program to operate high lift riding truck will not, while in training, be engaged in work, which results in the displacement of a regular employee.

10.04 No employee will operate power equipment until they pass the Company's Lift Truck Training Course and is trained by the Company in accordance with the provisions of the Martin-Brower Safety Manual.

The Company agrees to train two (2) bargaining unit employees for the purpose of certifying other bargaining unit employees on material handling equipment in accordance with the suitability, good attendance, good quality of work, availability and all things being equal, seniority.

The Company may use outside trainers if bargaining unit trainers are not available.

The Union agrees that bargaining unit trainers will train employees for the purposes of material handling equipment.

10.05 If a Driver loses **their** license for reasons other than medical, he shall be put on spare board status as the junior employee in the warehouse for a thirteen (13) month period immediately following such loss without loss of seniority and he will continue to accumulate seniority. If during the aforementioned thirteen (13) month period **their** license is restored, he shall be returned to **their** former position. If not restored during the set thirteen (13) month period, **their** employment shall be terminated. This accommodation will be allowed once per Driver.

A seniority Driver who has lost **their** Class AZ license for medical reasons shall be eligible within **their** seniority to apply for a warehouse position, subject to the provisions of Article 13.04 of this Agreement. Said seniority Driver may re-apply for a Driver position when he can again secure **their** Class AZ license by passing the required medical examination.

A Driver has the right to apply for a permanent warehouse position, but if he is a successful candidate, this option of transfer from the Transportation Department is once in a lifetime. For the purposes of seniority, he shall retain full seniority from date of hire.

10.06 The Company will establish a Driver Training Program and the following procedure shall be adhered to:

- (1) The selection of applications for such training shall be by seniority.
- (2) Applicants must have a clean driving record.
- (3) Upon successful completion of the Driver Training Program, the cost of the training shall be borne by the Company, however, the employee must remain a driver for the Company for a minimum of 24 months. If the employee fails to remain as a driver he must immediately repay the total cost of the training program. Repayment of all monies owed will be made through payroll deduction, a certified cheque payable to the Company or a combination of both.
- (4) The applicant shall not be paid for the time of actual training to acquire the AZ license, but may utilize **their** vacation credits or personal days, or combination of both, as a source of income while training.
- (5) The Company shall choose the selection of the institution for the training.
- (6) A successful applicant of the Driver Training Program is obligated on request by the Company to perform driving duties when requested, if it does not contravene any other Article in the Collective Agreement.

10.07 The Company and the Union agree to form a committee consisting of one management appointee and one Driver selected by the Union for the purpose of reviewing all collisions involving the Brampton fleet. Together appointees will ensure investigations are thorough, make recommendations regarding safety measures that could be taken to prevent recurrence, and to make recommendations to the Transportation Department Manager regarding a determination of Preventability/Non-preventability.

The Company agrees to train both the Driver and management appointees through the Transportation Health and Safety Association of Ontario (*or other similar provincial body as applicable*) in the Accident Investigation Program and to provide such other training as deemed necessary.

The committee shall meet once per month to review collision investigation reports. The committee may also be asked to review collision investigation reports from other Canadian centers where there is a dispute as to the “Preventability/Non-Preventability” ruling. Similarly in the event that there is a dispute regarding the “Preventability/Non-preventability of a collision involving the Brampton fleet the investigation will be sent to a committee at one of the other Canadian centers for a determination. Rulings per se will not be subject to the standard grievance arbitration process contained in collective agreements, however it is understood that the union reserves the right to grieve any disciplinary sanction meted out to an employee.

The Driver’s appointee shall be paid for attendance at the meeting in accordance with the terms of the collective agreement and meetings will be scheduled so that they do not interfere with the normal scheduling of the Driver’s bids/runs.

ARTICLE 11 - VACATIONS

11.01 Each employee who as of December 31st in any year has been employed for less than one (1) year and who has worked more than 1500 hours, shall receive in the following year four percent (4%) of **their** previous year’s gross earnings per T-4 slip, or two (2) weeks pay (whichever is greater) and be entitled to two (2) weeks of vacation in the following year. This is the employee’s full vacation entitlement for that year.

Each employee who as of December 31st in any year has been employed for less than one (1) year and who has worked less than 1500 hours, shall receive in the following year four percent (4%) of **their** previous year’s gross earnings per T-4 slip, or two (2) weeks pay (whichever is greater) and shall be entitled to two (2) weeks of vacation in the following year upon completion of 1500 worked hours from their date of hire. This is the employee’s full vacation entitlement for that year.

Years of Service (as of most recent anniversary)	Weeks of Vacation	Vacation Earnings
1 year	2 weeks	4% or 2 weeks pay
5 years	3 weeks	6% or 3 weeks pay
10 years	4 weeks	8% or 4 weeks pay
20 years	5 weeks	10% or 5 weeks pay
30 years	6 weeks	12% or 6 weeks pay

If a paid holiday falls within an employee's vacation period, he will be granted another day in lieu thereof or a day's pay of eight (8) hours at straight time pay which would include off-shift premium. Such additional day shall be requested no later than thirty (30) calendar days prior to the employee's vacation period.

An employee, at **their** option, may choose to take the day in lieu of, either prior to or after taking **their** vacation. Said day will be included for the calculation of the number of employees off on floating holidays.

11.02 (A) The company will post the vacation schedule September 15th through October 15th for the months of January to March 15th of the following year. The vacation schedule for this time period will be confirmed to the employees by October 31st.

(B) The company will post the vacation schedule for the following vacation year during the period December 1st – February 28th of each year. The vacation schedule will be confirmed to employees on March 15th at midnight of each year.

Employees who wish to utilize their seniority in the selection of vacation dates must do so by indicating their preference on the posted vacation schedule.

Employees, as determined by their overall seniority, may schedule, in increments of not less than one (1) week, any part or all of their vacation at any time during the vacation year, except that during the periods **May 1st** – September 15th and **December 1st** – January 5th of each year, the maximum amount of vacation an employee may schedule in each period is two (2) weeks. The choice of vacations will be determined by seniority, provided it does not conflict with the Company's need to maintain an efficient workforce.

Employees who fail to indicate their preference on the aforementioned vacation schedule will not be allowed to utilize their seniority in the selection of their vacation to the degree that they displace employees who have signed the schedule.

The Company shall permit ten percent (10%) of the regular full-time employees in each Department at the time of vacation posting to schedule vacation at the same time. To meet customer service requirements there shall be no more than nine (9) drivers scheduled for vacation at the same time; **however, in 2016 this would increase to no more than ten (10).**

Employees who transfer between departments during the period of June 15th – September 15th, shall not be entitled for the purposes of vacation selection, to displace any employee in that department who already has a confirmed vacation schedule.

All vacation weeks vacancies will be posted for ten (10) days to ensure that all employees have an opportunity to indicate their interest.

If one or more weeks of vacation are cancelled during prime time, the week(s) in question will be distributed in the following manner:

- A) Each vacation week will be given to the most senior employee below the person cancelling the week, who does not already have two weeks booked in prime time, and signs the vacation posting.
- B) If the week is not taken by the time the most junior employee has had an opportunity, then the week will be open to all employees, beginning with the most senior.
- C) Employees are not entitled to switch vacation weeks within “Prime Time” as part of this process.

11.03 An employee leaving on vacation will receive **their** vacation pay together with **their** regular pay on the last regular pay day before **their** vacation commences **provided they have provided the Company with written notification of their preference at the time said vacation is scheduled or it will be received weekly during his vacation period. Employees must take vacation pursuant to law.** Tax will be calculated separately.

If an employee does not receive **their** vacation pay so described, the Company shall issue a cheque prior to leaving on vacation.

11.04 Earnings for the purpose of the Article shall be defined as gross earnings per T-4 Slips.

11.05 An employee who draws benefits for Workers’ Compensation, short or long term disability insurance, will receive for **their** vacation pay (a) **their** percentage entitlement, or (b) make-up pay on the basis of forty (40) hours at gross rate for each week of entitlement, whichever is the more advantageous to the employee, however,

such entitlement will be limited to one (1) year from the date of the original sickness of injury.

11.06 Vacation RRSP Bonus

When an employee achieves twenty-five (25) years of seniority, a one-time lump sum of five hundred (\$500.00) dollars will be deposited into the employee's RRSP account.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Company agrees to recognize the following days as holidays, regardless of when they fall and the night before such holidays for employees on the night shift, and shall pay holiday pay as follows:

- a) For warehouse employees assigned to the five (5) day per week, eight (8) hours per day work schedule, eight (8) hours pay at the employee's applicable straight time hourly rate, plus shift premium if any; or,
- b) For warehouse employees assigned to the four (4) day per week, ten (10) hours per day work schedule, ten (10) hours pay at the employee's applicable straight time hourly rate, plus shift premium if any; or,
- c) For driver employees, eight (8) hours pay at the employee's applicable straight time hourly rate. To be eligible for holiday pay, an employee must have worked their entire scheduled shift prior to and their entire scheduled shift subsequent to the holiday, unless he is excused for another bona fide reason.

Employees on layoff status on the day the holiday falls will receive the appropriate holiday pay as specified above provided they have worked within fifteen (15) calendar days preceding or following the holiday.

New Years Day	Labour Day	Family Day
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	
Civic Holiday	Floating Days – Four (4)	

Remembrance Day to be honoured within the Collective Agreement should it be deemed a National holiday.

Unless for reasons beyond their control, employees shall notify the Company five (5) days before the taking of a “floating” holiday. If the employee is working on a shift other than the day shift, **their** pay for the holiday shall include the applicable shift premium.

Three employees per day from each department, transportation and warehouse, will be permitted to utilize a personal holiday/lieu day.

An employee who draws benefits for Worker’s Compensation, short or long term disability insurance, will receive their holiday pay computed in accordance with the provisions of the Article, however, such entitlement will be limited to one (1) year from the day of the original sickness or injury.

Newly hired employee’s will be entitled to four (4) personal holidays (floating days) on the first day following the completion of their initial 12 months of employment.

12.02 If any of the above holidays are worked, they shall be paid for at two (2) times the gross rate in addition to the holiday pay, to include off-shift premiums. An employee who is scheduled to work overtime on a paid holiday and who fails to report for work on said holiday shall forfeit **their** entitlement for holiday pay pursuant to **12.01** above.

12.03 Any unused floating holidays will be bought back by the Company at eight (8) hours pay, per floating holiday, at the employee’s applicable straight time hourly rate of pay for each during the first pay period in the month of December.

The Company agrees to pay any unused floating holidays on a separate deposit.

12.04 Any employee who works a statutory holiday may elect an alternate day off with pay to occur within the calendar year in which the said holiday was worked rather than receiving the holiday pay, however, an employee may only bank **two (2)** days and must provide at least one (1) week’s written request before such days could be granted.

12.05 An employee may, once per calendar year, voluntarily elect to convert any or all of their annual allowance for four (4) floating holidays, in full day increments, to a

Registered Retirement Savings Plan (RRSP) or to a Tax Free Savings Account (TFSA). For each day so converted, the Company will make an annual contribution equivalent to eight (8) hours pay to the RRSP or to the TFSA. The Company shall make said contribution not later than February 1st of each year.

12.06 An Employee during the two weeks of Christmas Day, Boxing Day and New Year's Day who works more than two days or three days, depending on where the statutory holidays fall, will be compensated at a premium rate for work performed beyond those scheduled work days. The Company reserves the right to create the schedule for the two week period referenced above.

Employees will retain seniority for job bidding during these two weeks for their regular scheduled shifts.

ARTICLE 13 - GENERAL

13.01 The Company agrees to allow warehouse employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

13.02 Bulletin Boards will be provided by the Company for the use of the Union. The Union agrees not to post items or notices of a political nature, or which deride the Company, its employees or its customers in any way. The Company has the right to immediately remove such posted items or notices.

13.03 The Company agrees to put up a First Aid Box properly equipped to take care of emergencies that may arise. Employees will report all injuries on the forms supplied.

13.04 Any medical or eye examination requested by the Company shall be promptly complied with by the employee, provided however, that the Company shall pay for all such examinations. The Company shall reserve the right to select a qualified medical examiner or physician and the Union may, if in its opinion an injustice has been done to the employee, have such employee examined at the Union's expense. The employee must be medically fit to perform the work assigned to them.

- 1) If an employee takes a medical examination during **their** normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of **their** taking a medical examination.

- 2) If the medical examination is taken after working hours or on an employee's scheduled day off, the employee shall be paid four (4) hours pay at **their** regular hourly rate and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.
- 3) The Company agrees to pay for any Doctor's reports that are necessary to return to work after an illness or accident, provided the employee uses the Company designated Doctor.
- 4) An employee who has been absent from work for more than two (2) working days because of a non-work related accident or illness, the Company can request proof of injury or illness. The Company may require more frequent proof for those employees who are **on the Attendance Management Plan that was provided to the union during the 2015 negotiations**. If such more frequent proof is required, the company shall reimburse the employee for the cost of the physician's note.
- 5) All Drivers will be reimbursed by the company at a maximum amount of \$100 towards the cost of a medical examination for the purpose of attaining their "Class AZ" drivers license. The company will also provide the equipment, if required, for local road test purposes. The driver shall provide receipts for reimbursement purposes.

13.05 When new types of equipment are introduced or technological changes made, appropriate classifications and hourly rates shall be matters for negotiations between the Company and the Union. If the parties fail to agree on such classifications and hourly rates, the matters may be referred to arbitration by either party. Pending the decision of the arbitrators, such new classifications and rates shall not be implemented. In no case will an employee's hourly rate be reduced by reason solely of the application of this clause regardless of what classification he may have. If the new classification carries a lower rate, **their** current rate at the time of change will remain as **their** personal rate and he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued. **Sanitary individual headsets will be provided to all employees (voice pick).**

13.06 The Company shall establish a system of on-the-job training in order to upgrade the knowledge and skills of employees.

Upon mutual agreement, the Company may sponsor a successfully completed course from an accredited learning institution that enhances the Company and individual's

objectives. Prior to the commencement of any course, the Company must approve it. The Company shall pay no wages while the individual is taking the course.

13.07 The Company agrees to provide adequate and sanitary washroom facilities and the employees agree to conduct themselves to maintain such facilities.

13.08 The Company will permit drivers to have two-way radios, tape decks, etc., in their cabs as per present practice provided it does not conflict with the Company's operation or requirements by law or damage vehicles. **Only permanent equipment will be professionally installed by the Company.**

13.09 The Company will provide, at no cost to the employee, the following uniform components:

1) Drivers:

Drivers may choose any combination of dollar value of the following items annually, in addition to a winter type parka every other year of the agreement:

- 4 shirts
- 3 pants
- 1 vest
- 1 lightweight jacket

Appropriate raingear will also be provided and replaced on an as needed basis. Drivers must maintain a completed uniform in good repair. The Company will provide for dry cleaning of uniforms.

2) Warehouse:

One (1) bomber-type jacket, one (1) three-quarter (3/4) length jacket or insulated coveralls. The above are provided and/or replaced on an "if required" and "as needed" basis. A pool of smocks will also be provided for requisitioning by Warehouse employees on an as needed basis to protect their normal work attire from damage when performing such tasks as changing batteries, cleaning equipment, etc.

Such uniforms remain the property of the Company and employees are required to exercise reasonable care in the use and protection of such clothing. Such uniforms are to be used for the express purpose of working for the

Company. Employees must wear said uniform components at all times while at work unless a satisfactory reason is provided. Weekly dry cleaning of company owned freezer suits, jackets and coveralls will be provided at a Company approved establishment and at the Company's expense.

Further, no more than every two years, a Helly Hansen freezer suit will be provided and/or replaced. The old freezer suit must be presented prior to ordering a new Helly Hansen suit to ensure replacement requirement.

13.10 The Company shall reimburse all eligible seniority employees to an annual maximum allowance set forth in accordance with the following schedule for the purchase of approved safety footwear:

This payment will be contingent upon the employee providing the Company with adequate proof of purchase.

The company will provide the original receipt submitted when requested within 7 days, back to the employee for warranty reasons only, if original receipt is not provided, the company will pay for an additional pair of boots of comparable cost as a replacement. The employee agrees to return the original receipt within 7 days back to the employer due to financial reporting requirements.

Warehouse safety footwear allowance per calendar year: \$155.00

Drivers' safety footwear allowance schedule to allow drivers to purchase two (2) pairs of boots per calendar year: \$300.00

13.11 No Driver shall be permitted to allow anyone except authorized employees of the company who are on duty or other transport drivers broken down on the highway to ride in their truck, except by written authorization of the Company. Drivers will be allowed to take drivers broken down on the highway only to the nearest town for assistance.

13.12 The Company agrees that all trucks on long term lease will be equipped with double seats (air ride for drivers), standard truck heaters, mirror lights, windshield washers, sun visors, and air conditioners. The Company will make every effort to ensure that these items are in good working condition. Drivers are required to maintain the cleanliness of the trucks' cab.

Furthermore, double air ride seats will be installed for passengers in three (3) trucks. Said trucks will be given priority to modified workers, new driver training and in-cab training whenever possible.

13.13 The Company shall not require employees to operate any vehicle which is not equipped with safety appliances required by law or which is in unsafe operating condition. Employees are required to immediately report unsafe conditions and comply with safety rules promulgated by Company or federal or provincial government agency.

13.14 The Company will assign vehicles to the designated runs.

13.15 When an employee is required to serve as a juror or is subpoenaed on behalf of the Crown, the Company will compensate such employee at the rate of eight (8) hours at **their** gross hourly rate. Monday through Friday, less any sums received for jury duty for each day served on jury duty. While serving on a jury, employees shall be considered as assigned to the day shift and if excused from jury duty prior to twelve noon (12:00 p.m.) are required to report for work for the remainder of the day shift.

13.16 Wages will be paid weekly by direct deposit to an employee's bank account. Except for reasons beyond its control, the Company will endeavor to provide weekly earnings statements on Wednesdays each week.

Any payroll errors resulting in a pay shortage for an employee that exceed \$100 will be paid the next business day (business day to be defined as Monday to Friday) and has to be reported by 2:00pm in order to meet next business day requirements.

If an employee has been overpaid by the company for whatever reason, the employee will not be required to reimburse the company more than \$100 dollars per week.

13.17 The Company will provide a rubber apron for battery changing in the warehouse.

13.18 Communication between the Company and spare board employees for the duration of this Agreement will continue following the procedures and rules mutually agreed upon between the Company and the Union.

13.19 NO DISCRIMINATION/HARASSMENT

The Company and the Union agree the provisions of the Agreement shall be applied equally to all employees. There shall be no discrimination or harassment by either of them, or by any of their representatives with respect to any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, sex, sexual orientation, age, record of offences, marital status, family status or disability as those terms are defined by the Ontario Human Rights Code.

Where the term spouse or partner is used in this Agreement, it shall also mean same sex spouse or partner including, but not limited to pension and benefits.

13.20 Paid Education Leave (PEL) Fund

- a) The Company agrees to pay into a special fund four (4 cents) per hours worked per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **UNIFOR**, and sent by the company to the following address: **UNIFOR – PEL Training Fund, Leadership Training Fund, 205 Placer Court, Toronto ON. M2H 3H9.**
- b) The Company agrees to pay into a special fund two (2 cents) per hours worked per employee for all compensated hours for the purpose of providing a Local 1285 (Martin Brower) paid education fund. Such monies to be paid on a quarterly basis to **UNIFOR Local 1285 23 Regan Rd, Suite 1, Brampton, Ontario, L7A1B2**

13.21 UNION OFFICE

Martin-Brower will provide an office for the union **in the new building of a 12 x 12 feet dimension**. Martin Brower will provide office furniture which includes one (1) desk, Two (2) chairs, one (1) computer , two (2) file cabinets, a printer, telephone and internet. The computer and internet to be provided will be governed by Martin-Brower’s I.T. policy regarding usage - any user will have to sign off on this policy. Email address will not be a Martin-Brower email address. The phone system is Martin-Brower’s and company protocol applies in its usage as well. The phone will have “voicemail” ability and will also have a confidential password.

13.22 **Employee shall not be charged for loss or damage to cargo or equipment unless clear proof of negligence is shown to the mutual satisfaction of the Company and the Union.**

ARTICLE 14 – LEAVE OF ABSENCE

14.01 An employee who wishes a leave of absence for legitimate personal reasons shall, under normal circumstances, make such request in writing to **their** manager at least ten (10) days before the desired leave of absence. The employee's request shall contain:

- a) **Their** reasons for the proposed absence.
- b) The commencement date of the proposed leave of absence.
- c) The length of the proposed leave of absence.

Approvals for a leave of absence will not be unreasonably withheld provided the employee has exhausted **their** annual vacation and floating holiday allowances. The falsification of the reason for a leave of absence shall be grounds for discharge and loss of seniority. An employee who fails to return to work within three (3) days of an expired leave of absence shall be considered terminated and their seniority forfeited, unless such absence is substantiated by the employee to the Company's satisfaction.

- 14.02 a) An employee, who is physically fit to return from sick leave to **their** regular duties, shall be reinstated to **their** former position.
- b) An employee who has been absent due to sickness or injury for a period which exceeds twenty-four (24) months will have their status determined by the Company and the Union, following a review by the parties of all available data.

14.03 Bereavement Leave:

The Company agrees that in the event of a bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, and grandchildren, son/daughter-in-law and brother/sister-in-law, if the funeral is attended to allow the

said employee such time off as necessary up to a maximum of three (3) working days including the funeral and to pay for the day or days he would otherwise have worked at **their** regular scheduled hours and gross rate. Relatives include persons who are related by marriage or adoption.

14.04 Sick Leave

Each full-time seniority employee shall be entitled to one (1) sick leave day per month and compensated at an amount equal to eight (8) hours pay at the employee's regular straight time hourly rate each calendar year and accumulative to the end of each calendar year. Unused sick leave in each calendar year will not be accumulated from year to year, but will be paid to the employee at the end of the calendar year unless requested, in writing, at an earlier date by the employee and not to exceed the number of days earned. The Company agrees that if an employee is terminated, for any reason, he will be reimbursed for any unused sick days to the date of termination.

An employee who draws benefits for Workers' Compensation, short or long term disability insurance will receive their sick pay computed in accordance with the provisions of this Article, however, such entitlement will be limited to one (1) year from the date of the original sickness or injury.

Newly hired employees will be entitled to two (2) sick days following completion of their probationary period, four (4) sick days on the first day following the completion of their initial 12 months of employment up to twelve (12) sick days upon the first day of their sixth anniversary year.

Each full time seniority employee will have a sick credit bank of twelve (12) days payable at their regular daily earnings for days used. Unused sick credits will be reimbursed to the employee at the end of the calendar year. No sick credits will be paid from the sick credit bank during the months of March, June, July and August unless personal hardship can be proven to the Company's satisfaction.

In addition, the following optional programs are available:

- a) An employee may, once per calendar year, voluntarily elect to convert up to twelve (12) days annual sick leave to a Registered Retirement Savings Plan (RRSP) or to a Tax-Free Savings Account (TFSA). For each day so converted, the Company will make an annual contribution equivalent to eight (8) hours pay to the RRSP. The Company shall make said contribution not later than February 1st of each year. In the event an employee terminates prior

to earning their equivalent converted sick days, he shall be required to reimburse the Company for the unearned portion.

Further, employees may also elect to convert at least five (5) days annual sick leave to an additional week(s) of vacation. After regular vacation has been posted, an employee may, at **their** option, elect to convert said five (5) or more days annual sick days to an equivalent amount of additional vacation, to be taken in one (1) week increments, by making written application to the Company. This optional program will be paid on the same basis as normal sick leave. The sick leave must have been earned prior to actual participation.

ARTICLE 15 – NO STRIKES OR LOCKOUTS

15.01 During the term of this Agreement, the Union agrees that there will be no strike and the Company agrees that there will be no lockout.

ARTICLE 16 - WELFARE AND PENSION PLANS

16.01 On behalf of a seniority employee absent by reasons of sickness or accident or personal leave of absence, the company will continue to contribute the contributions for Group Insurance and Registered Retirement Savings Plan for up to 2 years from the date the last day of worked.

16.02 In the event of an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of **their** scheduled hours on that day.

16.03 Welfare Plan

The Company shall be the provider of benefits, in the effective years for each regular full-time eligible employee who is employed under the terms of this Collective Agreement:

- a) Benefits as agreed to upon ratification of this contract;

- b) Matching/Same level of benefits to those that were previously enjoyed under the May 2006 to April 2011 Collective Agreement;
- c) Any mutually agreed to revisions to the benefits.
- d) Under the previous agreement it was agreed:
that the Company agrees to pay for the Employee/Family Assistance Program benefit and that as of May 1, 2007 the Life Insurance Benefit will be \$80,000.

Retiree Benefits

Funding: The Company agrees to contribute, on behalf of each active full-time employee, the amount of ~~\$0.10~~ \$0.15 per hour worked to a Retiree Benefit Fund for the benefit of eligible full-time employees who retire from employment with the Company.

The Company will make a lump sum payment of \$3,000 at the time each active full-time employee retires during the term of this Agreement for the purpose of group insurance benefits with the existing insurance carrier.

- In the event of a deficit in the Retiree Benefit Fund, the Company will contribute up to a maximum of \$3,800 per qualified retiree. The Company will have no liability in respect of the funding of the Retiree Benefit Fund greater than \$3,800 per qualified retiree. In the event the Retiree Benefit Fund remains in a deficit, the Board of Trustees, pursuant to their authority under the Letter of Agreement will review the benefits provided to qualified retirees and adjust accordingly to eliminate the deficit.

The Company shall be responsible for paying all of the usual and customary fees, charges, and costs that are incurred in connection with the establishment, maintenance, operation, investment, and administration of the Trust Fund, including, any fees and expenses of the Administrative Agent.

Qualifications: To qualify for Retiree Benefits, an active full-time employee retiring must meet the following conditions:

1. **Twenty (20) years of service with the Company;**
2. **Sixty (60) years of age or be retired due to permanent, total disability; and**
3. **Retire in good standing.**

Terms and Conditions: The Company and the Union agree as follows:

1. **The Company and the Union have entered into a Letter of Agreement establishing the terms and conditions of a Retiree Benefit Trust to administer the Retiree Benefit Fund.**
2. **The Parties will not be held liable for the Retiree Benefit Fund's performance or funding. The Parties only act in a stewardship role.**
3. **The Union and the Company will review updates provided by the Board of Trustees on or about every six months, as such statements are available.**
4. **Funds in the Retiree Benefit Fund are not to be used for any purpose other than to buy benefits for the qualified retirees.**
5. **In the event the Company closes the Brampton facility or discontinues operations for any reason, no further contributions will be made to the Retiree Benefit Fund following such closure or discontinuance.**
6. **The terms of this Article 16.04 shall prevail in the event of any conflict with the Letter of Agreement, except to the extent of any duties on the Board of Trustees imposed by law.**

Applicable Taxes

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

EI Registration

The Weekly Indemnity benefit will be registered as an eligible program with EI. The Company shall be responsible for the registration of the plan with Canada Employment and Immigration. Five-twelfths (5/12) of the EI rebate will be payable to the Company. Such amount to be used to fund the Retiree Benefits

Plan, in addition to the negotiated funds for such plan, as per the EI requirements of a registered plan.

Benefits Provided to Members

The benefit plan provided to the members shall include, but not be limited to Group Term Life Insurance, Accidental Death and Dismemberment, Short Term Disability and Long Term Disability Income, Extended Health Care and Dental Benefits. The description of benefits will be outlined in the booklet and the master policy.

Martin-Brower shall be liable for providing all benefits for eligible full-time employees according to the insurance plans.

16.04 Registered Retirement Savings Plan

Effective January 1, 1992, all monies previously allocated to the Teamsters Local 419 Pension Plan by the Company will be contributed to Group RRSP's with individual registration and be administered by the Company.

All regular full-time employees (as defined in the Collective Agreement) of the bargaining unit shall participate in the Plan.

The Company shall contribute the following amounts each month for each regular full-time employee:

Effective May 1, 2015 - \$455.00

Effective May 1, 2016 - \$475.00

Effective May 1, 2017 - \$495.00

New employees are to have one (1) year of service before eligibility to RRSP contributions. Employees are to retain Company contributions in the RRSP as a condition of employment.

The only condition that RRSP contributions may be withdrawn are if the employee is in a dire situation. The strict definition of a dire situation will be limited to those employees who have been off for two (2) months or more on a medical leave (STD/LTD); to exclude WSIB if approved within two months of claim. First time

home buyers will be an exception to this rule. An option will be available to allow Sick time and Floating Days to be rolled into the Sun Life TFSA options.

Bargaining unit employees will have access to Group RRSP (i.e. Sun Life Financial) services provided by the Group RRSP (i.e. Sun Life Financial) as long as they are available within the confines of the agreement with Sun Life Financial. The Company agrees that one (1) bargaining unit employee may attend an information meeting with Sun Life Financial once per year for the purpose of obtaining information about fund availability. At the employees' option by majority vote, they can move their collective RRSP contributions to one other financial institution on a collective basis, provided that the employees perform all work associated with the move (e.g. information gathering, meetings, vote, etc.) on their own time and at their own expense.

16.05 Due date of contributions

The contribution to the RRSP plans is due and payable at the above rate for all regular full-time employees covered by this Collective Agreement as of the 15th day of the calendar month.

16.06 Canada Pension Plan

The Company agrees to pay the full cost of the Canada Pension Plan, including the employee's portion.

16.07 When a full-time seniority employee is injured at work and becomes entitled to Workers' Compensation, the Company shall pay that employee an amount equal to the amount of Workers' Compensation to which that employee becomes entitled, provided that the employee has assigned to the Company all payments received from the Workers' Safety Insurance Board. Payment to the employee is contingent upon evidence of compensability by the WSIB. In the event that an employee receives compensation from the Company equal to the amount of Workers' Compensation to which the employee becomes entitled, and fails to repay the amount for whatever reason, the Company reserves the right to deduct the amount from the employees wages.

16.08 The Company agrees to provide the following severance package for any employee who is terminated as a result of a closure of the operations or permanent layoff as defined under article 6.04:

Employees with five (5) years or less service, one (1) week's pay for each year of service plus group insurance benefits for the same amount of weeks.

Employees with more than five (5) full years of service, two (2) weeks' pay for each full year of service to a maximum of one (1) year's pay plus group insurance benefits for eight (8) weeks.

16.09 Where a dismissal is for theft, attempted theft, embezzlement or any other fraudulent actions (whether involving the Employer, coworkers or customers); and further, where the grievance procedure is exhausted and the termination is upheld, an employee shall not be paid their vacation in accordance to Article 11.01. In such circumstance, the employee's total balance of vacation earnings (as applicable) shall be changed to reflect the minimum vacation % available as set out in the Employment Standards Act of Ontario. Further, the employee shall not be entitled to receive any 'personal day' pay or 'sick day' pay not yet taken, that he or she may have otherwise been entitled to within the Collective Agreement.

ARTICLE 17 - HEALTH AND SAFETY

17.01 The Company agrees that two (2) worker members of the Joint Health and Safety Committee will be appointed by the Union. The JHSC will be composed of 4 members – 2 for the Union and 2 for the Company. The Company agrees that two (2) alternate JHSC worker reps shall be appointed by the Union.

17.02 The Company agrees that the Health and Safety Representatives have the right to invite Health and Safety specialists or other experts, advise the committee and attend Joint Health and Safety Committee meetings as observers.

The parties agree to allow the utilization of the Occupational Health Clinics for Ontario Workers (OHCOW) for technical advice to members of the Joint Health and Safety Committees/Representatives and for clinic services to workers if so requested by either party (the union or employer); however, this will be limited to

twice per calendar year. Upon mutual agreement of the union and employer, OHCOW may be utilized in excess of two times per calendar year.

- 17.03 The Company will supply the employee and the union with a copy of the Form 7 in the event of a WSIB claim.
- 17.04 The Company agrees that if an employee who is asked and able to perform meaningful duties he shall do so.
- 17.05 The Company will pay for the Health and Safety Certification Levels I & II, offered by the OFL, for the Chair, the two (2) union JHSC worker reps and two (2) alternate JHSC worker reps (one from each department), appointed by the union from the warehouse, driver and office group. All other training to be determined by the company.

The Company will pay for the WHMIS ‘Train the Trainer’ training, for the two current union JHSC worker reps.

- 17.06 The Company, the Union and the Employees will comply with **the January 2015 version of** the Ontario Occupational Health and Safety Act.

ARTICLE 18 - SUCCESSORS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company shall give notice of the existence of this Agreement to any purchase, transferee, lessee or assignee.

ARTICLE 19 - WAIVER

Unless changed by mutual consent, the terms of this Agreement shall continue in full force until April 30, 2018 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new 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.

IN WITNESS THEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives as of this ____ day of _____, **2015**.

FOR THE COMPANY
MARTIN BROWER OF CANADA, LTD.

FOR THE UNION
UNIFOR AND ITS LOCAL 1285

Claudia Sousa, National Manager, Human Resources

Paulo Ribeiro, National Rep, UNIFOR

John Caulfield, Director of Operations

Maurice Kenny, Local 1285 VP, UNIFOR

Steve Armstrong, Field/Customer Service Manager

Mark Brownridge, Chairperson

Donna Parsons, Human Resources Manager

Barry Moor, Steward

Wayne Cohen, Transportation Manager Interim

Doug Parker, Steward

Pat Kropman, Steward

Brent Cronin, Steward

Luis Carvalho, Steward

Don Still, Steward

APPENDIX “A”

HOURLY WAGE RATES:

	May 1, 2015	May 1, 2016	May 1, 2017
Chairperson	\$34.77	\$35.47	\$36.18
Warehouse	\$29.82	\$30.42	\$31.03
Drivers	\$30.54	\$31.15	\$31.77
Students	\$17.00	\$17.00	\$17.00

Kilometer Rates – Team Operations

	Effective May 1, 2011
Team Operations – per KM	.4383

Graduating

Scale for New Hires (except Students)

Months of Employment Service	Percentage of Rate of pay
First 18 months	70% of top rate listed above in the respective classification
18 months	75% of top rate listed above in the respective classification
24 months	80% of top rate listed above in the respective classification
30 months	85% of top rate listed above in the respective classification
36 months	90% of top rate listed above in the respective classification
42 months	95% of top rate listed above in the respective classification
48 months	100% of top rate above in the respective classification

For 1st year...then 5% increase after 18 months, and another 5% every six months thereafter until 48 month in which they will be at full rate.

LETTER OF UNDERSTANDING - 01

USE OF AGENCY DRIVERS

It has always been the Company's intent to utilize agency drivers as a last resort, and for improved service we always look to our drivers to deliver the product to the restaurants. You are well aware that this means that much to some drivers' chagrin, the most junior driver(s) with available hours must take the run. The new rules we have implemented for spare board will certainly alleviate the need for agency drivers.

When filling runs during the summer, open work will be offered to non-bid first, then drivers who signed to extra work form, then agency drivers. Should we be unable to fill all open work through these three avenues, we will then require that any available non-bid driver work and, finally, the junior available bid run driver(s) will be required to work.

However, should the Company utilize agency drivers on a regular basis, then an agency driver working forty or more hours in a given week will be required to pay union dues to the Union. These dues will be remitted by the driver or their employer.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 02

COMPENSABLE NON-WORKING EVENTS

This correspondence is to confirm certain agreements reached during negotiations regarding the application of the second sentence of Section 7.01(4) of the collective agreement.

That section states “Any driver who is absent for a reason not compensable by the Company or refuses any offer of work will not qualify for such forty (40) hour guarantee or pay in lieu thereof at their regular straight time hourly rate.”

To avoid conflict or misunderstandings in the future, it is agreed that those non-working events compensable by the Company such as sick days, floating holidays, etc., must be requested and/or otherwise scheduled prior to an offer of work. In other words, upon receiving an offer of work, a driver cannot refuse the available work by opting to take a sick day and continue to be eligible for the aforementioned guarantee. An employee who, upon being advised of a particular work assignment, would advise the Company that they are ill and taking an earned sick day would forfeit and not be entitled to the forty (40) hour guarantee. (Furthermore abuse of sick days will be dealt with the employee on an individual basis and said guarantee could be forfeited.)

The parties will meet to resolve any concerned abuse of the application of Section 7.01(4).

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 03

EIGHT (8) HOUR SHIFTS

Further to the above discussion, the Company does not have plans in the immediate future to schedule the Warehouse Department on eight-hour shifts, other than the current night shift.

When volume increases to the point that new employees are required, the Company agrees to add employees on the eight-hour shift to resolve safety, congestion and efficiency issues, before making any other significant changes to shifts.

We have been successful in scheduling 10-hour shifts over the last 10 years. As business and volume grows, they will ultimately determine what shifts and facilities we will require to service our customer. We are confident that as the business grows, we as a group can address the needs of the Employees and the Business.

In the event that the Company thinks that eight-hour shifts are necessary to the efficient operation of the business, the Company commits to meet, discuss and exchange ideas with all departments and the Union to find other ways to perform the work as alternatives to eight-hour shifts.

As discussed, in light of increasing business and change, there may be opportunities to work differently in order to maintain a safe and efficient operation, which safeguards both Employee and Company interests.

The Company appreciates that the Warehouse Employees want 10-hour shifts and that the Warehouse Employees want to work in partnership with the Company to maintain this goal.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 04

COMPANY LAY OFFS

During the contract negotiations there were questions as to how a call back could negatively affect warehouse employees who are laid off and their ability to get Provincial employment benefits. The union desired that we revert back to a practice that has been in existence a couple of years back. We are willing to do so. I believe that the following will put into words that practice.

When layoffs are required, the company will layoff the top half of the employees affected for one week. This will allow them to apply for Unemployment Insurance. The other employees on spareboard must be available to work. During the following week the remaining employees will be laid off and the top half will

be required to be available to work. The union will not file a grievance with work not following seniority when the layoffs are taking place.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 05

MODIFIED WORK AVAILABLE

During our recent negotiations, the Union raised a concern over the possibility of confusion with people on leave due to occupational injury being reported as having work available when there was no work available or a dispute regarding the work being offered.

In order to alleviate this possibility, the company agrees that we will notify the Union when we report to the WSIB administrator that work is available for the employee. Once we have done this, the Union or the employee may bring to the attention of the company any disagreement regarding the availability of work.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 06

JOB ROTATION AND JOB BIDDING

During our discussions regarding a new collective bargaining agreement we had a number of discussions regarding the Memorandum of Understanding dated June 13, 2003 regarding “Job Rotation”, job bidding in the warehouse, and maintaining skill levels in the warehouse. This letter is intended to address those issues.

As currently stated in the June 13 letter, new employees rotate into all jobs until they are competent to the Company’s satisfaction in terms of work load and work quality. In addition, the Company solicits experienced warehouse employees in regards to job preference on a schedule by schedule basis and tries to accommodate

as many employees as possible into their desired functions, recognizing seniority, provided that each warehouse employee is competent in their job duties. However, the Company reserves the right to maintain an efficient operation and may assign a warehouse employee to a specific job at any time. For example, in order to continue employee's proficiency, the Company will periodically schedule employees in loading, in order to provide this skills maintenance.

Employees will be able to "bid" on the assignment, utilizing their shift seniority, they wish to work on a daily basis, with the understanding that should additional employees be needed in an area after the start of the shift, the Company retains the right to assign as they deem proper. An employee who is called into, and volunteers for work on their scheduled day off, will be assigned to open tasks by seniority after the shift bid. Overtime will be assigned by shift. For example, overtime assigned at the end of the first shift is first shift overtime, not second shift overtime.

Those employees unable to perform the full scope of warehouse work assigned, either permanently or temporarily, provided that physical impairment is medically supported will be assigned by the Company in line with their restrictions.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 07

Article 8.08 – BID SCHEDULING

The parties have agreed in principle to use the percentages as detailed in 8.08 to determine the makeup of a shift schedule.

It is the intention of the Company to create a bid schedule that meets the needs of the business while providing the best possible standard of living for the Employees based on feedback from the Union.

It is understood by both parties that there will be times where it is not feasible to exactly match the labour plan to the percentages; therefore the parties agree that while the Company will make every effort to accommodate the aforementioned

percentages it will be afforded the option of adjusting each group up or down by one person for rounding purposes.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 08

Article 17 – WHMIS EDUCATION & TRAINING

Employees shall receive WHMIS education and training in accordance with the Act.

In addition to annual WHMIS e-learning, two hours of in-class WHMIS/Health & Safety training shall be provided within one year of ratification.

As well, new hires shall receive 2 hours of in-class training within their probationary period.

The company will consider UNIFOR, amongst others, when selecting qualified trainer(s).

Training to be approved by the JHSC.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 09

BUN HEIGHTS / WEIGHTS

Further to the discussion during 2012 negotiations the following was agreed to:

- a) The Company will use the grid below when loading buns on trailers:

Type of Bun:	Tiers/Trays	Lbs/Tray	Total Stack
Regs	20	10 lbs	200 lbs
Quarters	20	11 lbs	220 lbs
Macs	26	8 lbs	208 lbs
Angus	26	8 lbs	208 lbs
Muffins	16	13.4 lbs	214 lbs

- b) The Company and Union both agree that if there are significant changes made in the business, within the life of this agreement, which would affect the above grid, that both parties will meet to discuss said changes and their affect on the business.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 10

SUPPLEMENT DISTRIBUTION CENTRE OPENING

In the event that the Company decides to open additional distribution centers within the Province of Ontario in order to supplement the work done at the Brampton Distribution Center, the Company will recognize the Union (National Automobile, Aerospace, Transportation and General Workers Union of Canada (UNIFOR)) as the sole collective bargaining agent for all warehouse, drivers and customer service representatives employed by the Company at such facility, save and except Supervisors, Office and sales staff and persons who have not passed probation.

In those circumstances, a new collective agreement will be negotiated between the UNIFOR National Staff Representative and the Employer prior to the opening of

such additional facility, and the Employer will provide the existing active employees laid off as a result of that decision with transfer rights for the initial staffing of such facilities. It is mutually agreed by the parties that this letter of understanding is incorporated in the Collective Agreement between Unifor and its Local 1285 and Martin Brower of Canada Co. and its Brampton Distribution Centre.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 11

ENGINEERED (WORK) STANDARDS

It is understood that the process of establishing Work Standards at the Brampton facility falls under the Company's Management Rights clause Article 3. This letter is developed as an understanding of the process by which the Company will determine the Work Standards and how to resolve a dispute if it becomes necessary.

Establishing Work Standards

1. When the Company establishes work standards, by whatever methods it may select, it shall do so on the basis of fairness and equity in that such standards

shall be based on the results of the time method study (which will incorporate Safety and Ergonomic considerations) conducted by the Company Rep.

2. When a work standard is established and is not disputed within 1 month of the standard being established, or is disputed and settled, such standard shall remain unchanged and not subject to dispute until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change is made in a work standard for any of the above reasons, only the elements of the operations that are affected by such change will be adjusted. The 1 month time limit may be extended by mutual agreement only.
3. If a standard cannot be agreed upon, the matter may be referred to arbitration pursuant to the grievance procedure contained in the collective bargaining agreement.
4. The Company agrees it is desirable to establish work standards as early as is feasible and will attempt to do so at all times unless the business requirements do not allow it. Where a standard is not established, the Steward, upon request, will be given management's reasons for not establishing the standard.
5. When a standard is not established on a new operation, an employee, who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production.
6. When imposing progressive discipline for failure to follow a prescribed method, meet the established standard or for failure to use the tools provided in a proper manner, an employee will be informed in writing in what respect the employee failed to follow the method, meet the standard or use the tools. Upon request, the Steward will also be given the reason.

Standard Dispute Resolution

Where a standard is introduced or changed as indicated above in paragraph 2 and the employee objects within the 1 month period the following procedure will apply:

Dispute Procedure

1. It is the employee's responsibility to notify the supervisor of a dispute with a new or changed standard. The employee must also advise of any issues that may be affecting the time performance of the operation, including but not limited to safety, ergonomics, non-standard conditions, any personal restrictions, to mutually resolve the issue.
2. If the job dispute remains, then the Union will request and the Company will agree to the involvement of the Local UNIFOR Time Study Rep and the Company counterpart to review available time study data and or conduct a time study using a normal experience operator on the job by the time study method (stop watch) for the purpose of resolving the above issues.
3. If the job dispute remains the union will request and the Company will agree to the use of UNIFOR Ergonomic Representative.
4. During this dispute procedure, if discipline is given to the employee for failure to meet the new or changed work standards and that employee files a grievance, no further discipline will be given to that employee for a period of 1 month to allow the Company and Union representatives to conduct a time study as indicated in paragraph 2.

It is mutually agreed by the parties that this letter of understanding is incorporated in the Collective Agreement between Unifor and its Local 1285 and Martin Brower of Canada Co. and its Brampton Distribution Centre.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 12

ONTARIO RETIREMENT PENSION PLAN (ORPP)

During the 2015 negotiations the Company and the Union discussed the possibility of Bill 56, *An Act to require the establishment of the Ontario Retirement Pension Plan (ORPP)* being passed within the life of this collective agreement.

The Company and the Union agree that if Bill 56 is passed then the percentage amount the Company & Employees will be required to contribute to the ORPP, will be deducted from the monthly Company contributions made to the current RRSP with the Brampton employees. However the employees shall have the option to have the deductions taken from their RRSP or Wages.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

LETTER OF UNDERSTANDING - 13

PRINTING COSTS OF THE COLLECTIVE AGREEMENTS

During the 2015 negotiations, the Company agreed to incur all printing costs of the Collective Agreements for both the Warehouse & Drivers and Office group. The Company maintains the right to source the printing company to perform the work. Collective Agreements will be made available within 2 months of date of sign off from both the Union and the Company of the drafted agreement.

The Company will also be responsible for the distribution and the keeper of said Collective Agreements.

For the Company:

For the Union:

Claudia Sousa
National Manager, Human Resources

Paulo Ribeiro
National Representative, Unifor

The following pages are for your information only

SUMMARY OF BRAMPTON EMPLOYEE BENEFITS

Benefits for Active Members and Eligible Dependants

Benefits for the Warehouse & Drivers

LIFE INSURANCE: All Active Members are covered for **\$80,000**.

ACCIDENTAL DEATH AND DISMEMBERMENT: An additional amount equal to the Life Insurance. In addition, a percentage of the principle sum is payable for the accidental loss of limbs etc. in accordance with the schedule of losses as set out in the master policy.

DEPENDENT LIFE INSURANCE: Life Insurance of \$10,000 is provided for your eligible Spouse. Each eligible child (from live birth) is covered for \$5,000 of Life insurance. Dependent Life coverage terminates when the member's Life Insurance coverage terminates.

WEEKLY DISABILITY BENEFIT: All eligible active members are covered for 70% of basic weekly earnings rounded to the nearest dollar, up to the maximum of \$740 weekly for Drivers; \$720 weekly for Warehouse. The waiting period is 0 days for an accident, 7 days for an illness, and 0 days if hospitalized from illness. Benefits are paid for a maximum of 26 weeks.

LONG TERM DISABILITY BENEFIT: all eligible active members under age 65 (less the qualifying period) are covered for \$2300 per month. The qualifying period is 26 weeks from the date of disability.

The Long Term Disability Benefit is not available to members with less than one full year of service. For members entering into their second year of service, the benefit is payable for a maximum benefit duration of up to 5 years*. For members entering into their third year of service or more (but not exceeding 9 full years of service) benefits are payable for a maximum benefit duration of up to twice the number of years of service*. And for members entering into their tenth year of service or more, benefits are payable a maximum benefit duration of up to age 65. *Benefits are not payable beyond age 65.

Benefits for Active Members and Eligible Dependents

Eligible Dependents are defined in the official Plan Document and Master Policies and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

EXTENDED HEALTH CARE PLAN: Eligible expenses are covered at 100%. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan, including WSIB. There is no coverage for Semi-Private hospitalization in Canada. Coverage for out-of-Canada emergencies are covered at 100% coinsurance. Coverage terminates at age 70 or earlier retirement.

PRESCRIPTION DRUG PLAN: Eligible prescription drugs are covered at 100%. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist. The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee of \$7.00 is payable for every 90 days' supply of maintenance medications. Each Member will be given a benefit description outlining the benefits in further detail, and a Pay direct Drug Card. This

pay direct drug card will enable you and your dependents to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the Master Policy, also known as the “Group Benefits Policy”.

Health Practitioners charges, including x-ray charges, up to a calendar year maximum of not more than \$2,000 per calendar year, per family, by a practitioner who is registered and legally practicing within the scope of their or her license as:

- a chiropractor or podiatrist; or
- a physiotherapist, massage therapist, psychologist or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.

Orthopaedic Shoes/Orthotics: A combined maximum of \$400 every 3 years.

Hearing Aids: \$800 every 3 years.

OUT-OF-HOSPITAL NURSING charges, paid at 100%, for private duty nursing care to a lifetime maximum of \$20,000, by a registered nurse (R.N.), licensed practical nurse (L.P.N.), or a registered nursing assistant (R.N.A.) who:

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

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

VISIONCARE BENEFIT: Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement. Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$250 for persons under age 18, or \$250 in any 24-month period for persons age 18 and over. Effective May 1, 2011, the maximum amount payable in any 12-month period is \$300 for persons under age 18, or \$300 in any 24-month period for persons age 18 and over.

Eye Exam coverage: Effective May 1, 2011, the maximum amount payable for an eye exam in any 12-month period shall be increased from \$80 to \$100.00 for persons under age 18, or from \$80 to \$100 in any 24-month period for persons age 18 and over.

OUT-OF-COUNTRY BENEFITS: 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. Out-of-Country Benefit Maximum of \$1,000,000 (per lifetime). Trips are limited to a maximum of 45 consecutive days.

DENTAL BENEFITS: The Plan provides dental benefits up to the prior year's Ontario Dental Association (ODA) suggested fee guide. Basic Dental services are covered and they include exams and x-rays, fillings, extractions, endodontia and periodontia. Check-ups and X-rays are limited to once every 9 months. Major Dental Services are covered and they include crowns, dentures and fixed bridgework.

Dentures and fixed bridgework are covered once every 5 years. Orthodontic Services for your qualified dependent children are also covered.

Percentage Payable

Basic Dental services are payable at 100%. Major Dental services are payable at 80%. Orthodontic services are payable at 50%.

Benefit Maximums (per calendar year)

Routine Care, Dentures, Crowns and Bridgework (Combined maximum)

1 st Year covered:	\$750 per covered individual
2 nd Year covered:	\$1,000 per covered individual
3 rd and subsequent years covered:	\$2, <u>5</u> 00 per covered individual
<u>Maximum Lifetime Orthodontics</u>	<u>\$3,000</u> per covered child

Benefit

Covered Charges

Covered charges are the charges up to the amount shown in the prior year's Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies,

as described below and received while the person is covered, for either a disease or injury that is non-occupational.

Charges up to the Benefit Maximum for the following services:

BASIC SERVICES

- Oral exams, including the scaling and cleaning of teeth, but not more than once every 9 months;
- Periodontal scaling, root planning or equilibration (limited to 8 units per year for all procedures combined);
- Topical applications of sodium or stannous fluoride, but not more than once every 9 months;
- Dental x-rays, except that bitewing x-rays that are limited to one set every 9 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards;

- Endodontic treatment, including root canal therapy.

MAJOR SERVICES

Dentures

- First installation, including adjustments, of partial permanent or full temporary removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Replacement of an existing partial or full removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces 1 or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
 - addition of teeth to an existing partial denture, if required to replace 1 or more natural teeth extracted while the person is covered.

Crowns and Bridgework

- Inlays, onlays, gold fillings and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth extracted while the person is covered;
- Replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable; and
- Addition of teeth to an existing fixed bridgework, if required to replace 1 or more natural teeth extracted while the person is covered.

ORTHODONTICS

For Covered Dependent Children

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

Other Dental Practitioners

Dental Care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of their or her license.

Charges for such care, services and supplies will be deemed to be covered up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Suggested Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered procedure will be covered.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- Dental care which is cosmetic;
- Completion of claim forms;
- Broken appointments;
- Dental care covered under a medical plan provided by an employer or government;
- Which, in the absence of coverage, there would be no charge;
- Stainless steel crowns on permanent teeth;
- Oral hygiene instruction or nutritional counselling;
- Protective athletic appliances;
- Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this benefit is discontinued;
- A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
- Replacement of lost or stolen appliances.

NOTE: This is a description of the benefits. It is designed to tell you about the provisions of the coverage which are of most general interest. Not all of the Plan's details are included. The final determination of any claim, question or problem which may arise will be governed by the terms and conditions of the master policy, also known as the "Group Benefits Policy". If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status, **contact your local human resources representative.**

The following pages are for your information only

SUMMARY OF BRAMPTON EMPLOYEE RETIREE BENEFITS

Benefits for Retired Members and Eligible Dependants

Eligible Dependants are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

EXTENDED HEALTH CARE PLAN: Eligible expenses are covered at 100%. There is a deductible of \$50 single \$100 family. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan. There is no coverage for Semi-Private hospitalization in Canada. Coverage for out-of-Canada emergencies is covered at 100% coinsurance. The out of country coverage terminates at age 70.

PRESCRIPTION DRUG PLAN: Eligible prescription generic drugs under the level 1 drugs (Provincial Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Provincial Drug Benefit Formulary are covered at 80% of the ingredient costs. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist. Where a generic drug is not available a branded drug will be used.

The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$6.50 per prescription. A maximum of one dispensing fee of \$6.50 is payable for every 90 days' supply of maintenance medications. Each Member will be given a benefit description outlining the benefits in further detail, and a Pay direct Drug Card. This pay direct drug card will enable you and your dependants to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the master policy.

The lifetime maximum for Extended Health Care coverage is \$50,000, and an annual maximum of \$3,500 on drugs per person per year.

Health Practitioners charges, including x-ray charges (one x-ray per practitioner per family member), are covered up to a calendar year maximum of \$600 per calendar

year per type of practitioner per person, but not more than \$600 per single or \$1,200 per calendar year per family, by a practitioner who is registered and legally practicing within the scope of their license as:

- a chiropractor, podiatrist, osteopath, naturopath, occupational therapist or
- registered massage therapist; a clinical psychologist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.
- Physiotherapist reasonable and customary charges up to a calendar year maximum of \$300 per person.

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Plan, unless permitted by law.

Orthopaedic Shoes (one pair per calendar year, maximum \$100)

Artificial limbs, eyes, back and neck braces \$750 per appliance, per lifetime

Breast prosthesis \$150 in any 5 year period.

Ambulance

Hearing aids \$400 per person per ear every 36 months. \$100 per calendar year for repairs. Purchase of batteries excluded.

Dental Care for accidental injury

Assistive Devices Program (ADP) coverage co-ordinated through the ADP program

OUT-OF-COUNTRY BENEFITS: 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. Out-of-Country Benefit Maximum \$50,000 (per lifetime). Trips are limited to a maximum of forty-five (45) consecutive days.

OUT-OF-HOSPITAL NURSING charges, paid at 100%, for private duty nursing care to a maximum of \$5,000 every 3 years, by a registered nurse (R.N.) who:

- is not a member of your family; and.

- does not normally live in your home;

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

VISIONCARE BENEFIT: Charges for contact lenses, or for lenses and frames for eyeglasses. Sun glasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12 month period is \$150.00 for persons under age 18, or \$150 in any 24 month period for persons over age 18.

Health benefits exclude government deductibles of \$100 Single, \$200 Family and government dispensing fee at age 65.

DENTAL BENEFITS: The Plan provides dental benefits up to the prior year's Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Major services payable at 50% for dentures only. There is a deductible of \$50 single \$100 family. Basic Dental Services include exams and x-rays, fillings, extractions, endodontia and periodontia. Check-ups and X-rays are limited to once every 9 months. The maximum amount payable in any one calendar year for Basic and Major services is \$1,000.

Dental Benefits

Percentage Payable

Basic Dental services are payable at 100%. Major Dental services for dentures benefits are payable at 50%. An annual deductible of \$50 single \$100 family applies.

Covered Charges

Covered charges are the charges up to the amount shown in the prior year's Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies, as described below and received while the person is insured, for either a disease or injury that is non-occupational.

Covered Charges – Basic Dental Services

Charges up to the benefit maximum for:

- oral exams, including scaling and cleaning of teeth, but not more than once every 9 months;
- topical applications of sodium or stannous fluoride but not more than one application every 9 months;
- dental x-rays, except that bite-wing x-rays are limited to one set every 9 months;
- fillings;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Covered Charges – Major Dental Services

Charges up to the Benefit Maximum for:

- first installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is insured;

- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable dentures, if it;
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces one or more natural teeth extracted while the person is insured and for which replacement by a permanent denture is required and takes place within one year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured.

Predetermination of Benefits

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

Alternate Services

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

NOTE: This is a description of the benefits. It is designed to tell you about the provisions of the coverage which are of most general interest. Not all of the Plan's details are included. The final determination of any claim, question or problem which may arise will be governed by the terms and conditions of the master policy, also known as the "Group Benefits Policy". If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status, write to the Plan Administrator.