



Collective Agreement
Between
Teamsters Local Union No. 419
(hereinafter referred to as the "Union")

And

Americold Logistics
(hereinafter referred to as the "Company")

April 1, 2024 to March 31, 2029



IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

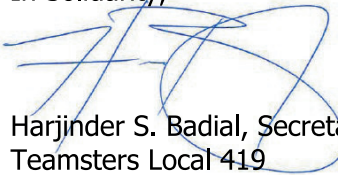
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of
Americold Logistics**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.3 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

President/Principal Officer	JASON SWEET
Vice President	OWEN LANE
Secretary-Treasurer	HARJINDER S. BADIAL
Recording Secretary	KEITH BRUCE
Trustee	AARON NOVIELLI
Trustee	TROY SNOW
Trustee	JASON LUCAS
Business Agent	KEN DEAN
Business Agent	FAHEEM BHATTI
Business Agent	BRANDON DAWE

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALI WAL
Union Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



**International Brotherhood of Teamsters
1,300,000 Members**

**Teamsters Canada
125,000 Members**

**Teamsters Ontario
Joint Council 52
44,000 Members
In eight (8) different local unions across
the Province of Ontario**

Teamsters Local Union 419

When you're a member of Teamsters Local Union 419, you are a part of a diversified Union family with an experienced elected Executive Board.

Teamsters Local Union 419 includes members in the following industries:

- AIRLINE DIVISION
- ARMoured CAR DIVISION
- FOOD PROCESSING DIVISION
- HEALTHCARE DIVISION
- MISCELLANEOUS
- RETAIL DIVISION
- SOLID WASTE AND RECYCLING DIVISION
- WAREHOUSE DIVISION

Teamsters Local 419 is a democratically run union. Officers are elected by the members. Stewards are elected by the members. Collective Agreements are voted by the members.



Teamsters Local Union 419

Teamsters Local 419 is proudly affiliated with the International Brotherhood of Teamsters which is 1.3 million Members Strong and Teamsters Canada with over 125, 000 Members.

PROTECT YOUR RIGHTS AND SECURE YOUR FUTURE!
This is what Teamsters Union Local 419 does for you!!!

- Equal rights for employees
- Seniority rights
- Grievance procedure and arbitration
- Protection against unjust discipline, suspension, or discharge
- Protection against favouritism, discrimination on promotion, transfers, shift assignments and layoffs, etc.
- Legal assistance if you are being terminated for the so called "just cause" (and Employment Insurance Benefits are being denied)
- Legal assistance when you have a problem with the Workplace Safety and Insurance Board



WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interest of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY
(Ministry of Labour)
Toronto – 416-326-7770, Mississauga – 905-273-7800
After hours – 1-800-268-6060**

INDEX

ARTICLE 1 - PURPOSE OF AGREEMENT	2
ARTICLE 2 - SCOPE AND RECOGNITION	2
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 - UNION SECURITY	3
ARTICLE 5 - UNION REPRESENTATION	4
ARTICLE 6 - GRIEVANCE PROCEDURE	5
ARTICLE 7 - ARBITRATION	7
ARTICLE 8 - STRIKES AND LOCKOUTS	8
ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES	8
ARTICLE 10 – STATUTORY HOLIDAYS	11
ARTICLE 11 – VACATIONS	12
ARTICLE 12 - SENIORITY	14
ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS	16
ARTICLE 14 - LEAVES OF ABSENCE	18
ARTICLE 15 – HEALTH & WELFARE	19
ARTICLE 16 - TRAINING	21
ARTICLE 17 - HOURS OF WORK AND OVERTIME	22
ARTICLE 18 - NO DISCRIMINATION	24
ARTICLE 19 - BULLETIN BOARD	24
ARTICLE 20 -HEALTH & SAFETY	24
ARTICLE 21 - DURATION	25
APPENDIX “A”	27
LETTER OF UNDERSTANDING RE: CLOSURE AGREEMENT	29
LETTER OF UNDERSTANDING RE: RED CIRCLING MEMBERS	30
LETTER OF UNDERSTANDING RE: WORKERS MEMORIAL/REMEMBRANCE DAYS	31
LETTER OF UNDERSTANDING RE: JUST CAUSE TERMINATION – RACK DAMAGE	32
LETTER OF UNDERSTANDING RE: VISION	33

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The Company and the Union agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every month, the chair rotates; the Company will take minutes and both parties to agree upon the minutes prior to distribution.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the City of Brampton, save and except supervisors, persons above the rank of Supervisor and sales staff.

2.02 It is understood that the operation and Management of the Company shall be vested in the Company subject to the provisions of the Agreement and the bargaining rights of the Union.

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

2.04 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit, except:

- (a) For the purpose of instruction or training, or
- (b) Situations which, for operational or client service reasons require immediate action.
- (c) The work of Inventory Clerk(s) in the performance of their job.
- (d) Emergencies of a temporary nature

2.05 No work will be contracted out which is normally performed by members of the bargaining unit except with approval from Local 419.

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

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

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges the management of the Company and direction of employees are fixed exclusively with the Company and shall remain solely with the Company, except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Company to:
- (a) Maintain order, discipline, and labour standards efficiency;
 - (b) Hire, assign, retire, direct, promote, demote, classify, transfer, lay- off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Collective Agreement are violated in the exercise of these rights;
 - (c) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
 - (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by employees, and provide a copy of such rules and regulations as may be made from time to time to employees and the Union.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their membership application cards to the Union following their probationary period.
- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted.

- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.
- (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number. If the parties are able to initiate a system to replace the Social Insurance Number with a personal identifier for the monthly dues process they shall do so.
 - (b) Twelve (12) check offs per year (calendar month).
- Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.
- 4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.06 The Union agrees to indemnify the Company and save the Company harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 4.07 The Company shall deduct an amount equal to Union Dues from Probationary employees, Casuals, Students, or Part-time employees who work 40 hours in a month, but are exempt from paying Initiation Fee.
- 4.08 The Company agrees to remit, twice annually to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Company recognizes the right of the Union to appoint or elect up to six (6) Union Stewards in total, four (4) from the warehouse, one (1) from the office and one (1) from mechanical/engineers, from among employees in the bargaining unit.
- 5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Collective Agreement and within five (5) days of any change of employees appointed to so act during the term of the Collective Agreement.
- 5.03 Union Stewards shall be permitted to take up grievances during working hours without loss of pay. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.
- 5.04 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for

the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

- 5.05 The Company will recognize the Union Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 5.06 The Company agrees, with prior written notice, to recognize any employees, appointed by the Union Stewards, to act as alternate Stewards to assist in the presentation of grievances, in the event that the Steward is absent from work.

The Union shall be copied on all correspondence regarding letters of discipline and all posting notices.

- 5.07 If the Company discharges the Union Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.
- 5.08 The Union shall be copied on all correspondence regarding letters of discipline and all posting notices.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Company, and the Union, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given his Supervisor the opportunity to adjust his complaint with the assistance of the Steward, if required, within seven (7) working days after the circumstances giving rise to the grievance occurred.
- 6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement.

6.04 Step One

Any grievance of an employee shall first be taken up between such employee, his Union Steward and the Operations Manager or his designate, within seven (7) working days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.

6.05 Step Two

Failing settlement under Step One, the matter will be taken to Step Two. The Union designate shall be the Business Agent, and the Company designate shall be the General Manager or his designate. The grievance may be resolved by agreement and the decision shall be final and binding. This meeting must be conducted once a month and the grievor and his steward shall be present and will not suffer any loss of wages.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step Two of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Extension of Time Limits

Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

6.08 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within three (3) working days, giving the reasons for such discharge or suspension.

6.09 Discharges and Suspensions

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

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

6.11 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater

clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward present, failing which, the discipline shall be deemed null and void.

6.12 Employee's Record

Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months. (Leave of greater than two (2) months shall not count towards said time frame). This clause does not apply to infractions under Article 18.

- 6.13 If warnings, reprimands , etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.
- 6.14 Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.
- 6.15 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 6.16 Where no answer is given within the time limits specified in the grievance procedure, the grievance shall be entitled to be submitted to the next Step in the grievance procedure

ARTICLE 7 - ARBITRATION

- 7.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or if the Company or the Union requests that a grievance be submitted to arbitration, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto.

If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Ministry of Labour in accordance with the Ontario Labour Relations Act.

- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister of Labour.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 The Company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

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

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

ARTICLE 8 - STRIKES AND LOCKOUTS

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

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

- 9.01 The following straight-time hourly rates shall be in effect during the term of this Agreement:

Classification	Current Rate	2024, 1-Apr	2025, 1-Apr	2026, 1-Apr	2027, 1-Apr	2028, 1-Apr
Yearly Increase		5%	5%	5%	3%	3%
Warehouse	\$ 29.75	\$ 31.24	\$ 32.80	\$ 34.44	\$ 35.47	\$ 36.54
Engineer	\$ 36.75	\$ 38.59	\$ 40.52	\$ 42.55	\$ 43.82	\$ 45.14
Fork Lift Mechanic	\$ 40.50	\$ 42.52	\$ 44.65	\$ 46.88	\$ 48.29	\$ 49.74
Janitor	\$ 24.25	\$ 25.46	\$ 26.73	\$ 28.07	\$ 28.91	\$ 29.78
Traffic	\$ 27.75	\$ 29.14	\$ 30.60	\$ 32.13	\$ 33.09	\$ 34.08
Shunter	\$ 30.75	\$ 32.29	\$ 33.90	\$ 35.60	\$ 36.66	\$ 37.76
Inventory	\$ 30.50	\$ 32.03	\$ 33.63	\$ 35.31	\$ 36.37	\$ 37.46

*Warehouse leadhand to help with traffic as long as the number of traffic clerks exceeds (4)

9.02 Employees shall be paid as follows:

*(Warehouse, Janitor, Shunter)

- Starting Rate 85% of prevailing Classification rate
- Start of 2nd year of service 90% of prevailing Classification rate
- Start of 3rd year of service 95% of prevailing Classification rate
- Start of 4th year of service 95% of prevailing Classification rate
- Start of 5th year of service As per Article 9.01

* (Traffic Rep and Inventory Control)

- First 6 Months 85% of prevailing Classification rate
- After 6 Months 100% of prevailing Classification rate

* (Engineer, Forklift Mechanics)

- Probationary Period 95% of prevailing Classification rate
- After Probation 100% of prevailing Classification rate

*all employees in progression steps shall be increased 1 step per the above scale (365 days).

(b) The Company agrees to make all reasonable efforts to ensure that any pay shortages caused by the Company of more than \$100.00 is paid to the employee within three (3) working days of the day on which the employee brings the shortage to the Company's attention.

9.03 Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification.

With reference to the above, if there are any transfers to the higher classification, the employee transferred must be able to perform all functions of the higher classification to qualify for the higher rate of pay. It is further agreed that the Company shall make all reasonable efforts to train employees to be interchangeable between job classifications. Cross-training of employees will be at the company's sole discretion.

- 9.04 (a) Employees shall be paid weekly during working hours. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions.
- (b) The Company agrees to make all reasonable efforts to ensure that any pay shortages caused by the Company of more than \$100.00 is paid to the employee within three (3) working days of the day on which the employee brings the shortage to the Company's attention.

9.05 When the job functions are changed or developed for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate of pay with the Union. If the parties fail to agree on the classification or rate of pay, the matter shall be resolved through the arbitration procedure.

9.06 **Shift Premium**

Employees who are assigned to work on or after 11:00am and before 3:00 am shall be paid a shift premium of (\$1.00) per hour for all hours worked while on that shift.

Weekend premium shift \$2 per hour payable to full time employees on a regular shift (not OT). A weekend shift shall mean any regular shift scheduled on any Saturday or Sunday. (Working hours after 11pm on Friday and before 11pm on Sunday (weekend shift))

9.07 **Boot Allowance**

The Company shall provide each union member employee with a pair of C.S.A. approved boots as needed at no cost to the employee. A committee with the Stewards involvement will be struck to help choose the style/styles of boots to be offered.

9.08 **Clothing Allowance**

(a) The Company will supply thermal suits to all warehouse employees which must be worn by employees. The Company will provide a new suit to an employee every two years, or earlier if due to normal wear and tear the suit is no longer suitable, at which time the employee must return his old suit to the Company.

(b) Gloves, mitts, liners and hats will be supplied by the Company

9.09 An employee who works two (2) hours or more outside of his scheduled hours of work shall be paid a meal allowance of twenty (\$20) dollars.

9.10 Lead Hands shall be paid a \$2.00 per hour premium. The Lead Hand position, if deemed necessary by management, will be posted and chosen by seniority, provided the employee has the skill and ability, as defined by the Company, to perform the available work.

9.11 Tools

The Company shall provide such tools for the Forklift Mechanic(s) as it deems necessary for employees to perform their job duties.

9.12 State of Emergency

The Union and the Company agree that if at any time the Government of Canada, or Provincial Government declares a "State of Emergency" (similar to COVID-19) that results in the closure of business throughout the country or province, the Company will meet with the Union to discuss, premiums, and/or working conditions as it relates to the welfare of our employees.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 All regular full-time employees shall be entitled to the following legal holidays with pay:

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

*(1) floating holiday

*Floating holidays are to be taken during the contract year at the choice of the employee, subject to twenty-four (24) hours written advance notice and provided it does not conflict with the Company's need to maintain an efficient work force.

*Add a floating holiday which will be in lieu of Truth and Reconciliation Day (Total of 2 floating holidays)

10.02 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.

10.03 Any shift commencing on or after 6:00 p.m. on the day immediately preceding the statutory holiday shall be deemed to be the holiday. All other shift shall observe the holiday on the actual day of the holiday.

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

10.05 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the

classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.

- 10.06 If a Holiday falls on an employee's day off, he shall be entitled to an additional day off with pay on his next regularly scheduled work day or a mutually agreed upon day.
- 10.07 Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.
- 10.08 Employees shall qualify for holiday pay only if they have worked on the regularly scheduled shift immediately prior to the holiday, the holiday if scheduled, and on his or her regularly scheduled shift immediately after the holiday unless one (1) of these days was the regularly scheduled day off for the employee. If an employee is off work owing to verified illness the day before or the day after or both they shall receive the payment for the paid holiday.

ARTICLE 11 – VACATIONS

- 11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority provided it does not conflict with the Company's need to maintain an efficient work force.

- 11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1st	Vacation Entitlement
Less than one (1) year	One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the current calendar year.
One (1) year or more but less than five (5) years	10 working days at 4% of total earnings from the current calendar year.
Five (5) years or more but less than ten (10) years	15 working days at 6% of total earnings from the current calendar year.
Ten (10) years or more but less than fifteen (15) years	20 working days at 8% of total earnings from the current calendar year.
Fifteen (15) years or more but less than twenty (20) years	25 working days at 10% of total earnings from the current calendar year.
Twenty (20) years or more	30 working days at 12% of total earnings from the current calendar year.

- 11.03 Exception: Engineers shall be paid vacation pay as per days of entitlement at twelve (12) hours pay per day at their applicable rate.
- 11.04 At the employee's option, one week of vacation entitlement can be taken in increments of single days providing it does not interfere with other employee vacation requests for a week or more and the employee has given the company 24 hours notice.
- 11.05 Vacation entitlement shall be based on the full-time employee's anniversary date. In any calendar week an employee reaches his or her conversion year he or she will be entitled to an extra week's vacation as listed above
- 11.06 The employee must reimburse the additional vacation pay if his or her employment terminates prior to having accrued the full amount of the vacation entitlement on a pro rated basis except in the case of retirement.
- 11.07 The vacation period shall be from January 1st to December 31st.
- (a) All vacations must be approved in writing by the Supervisor and written notice must be given to the Payroll Department at least Seven (7) days in advance.
 - (b) It is agreed that during prime time (i.e. June 15 to September 15) employees may only take a maximum of two weeks vacation. If there is a week(s) during prime time where the maximum number of employees on vacation per shift at any one time under Article 11.07 has not been met then an employee may, on a first come first served basis, take an additional week(s) of vacation.
- 11.08 In determining vacation schedules the Company will consider employees' requests, provided they are submitted to the Company by November 15. The Company will endeavour to schedule vacations as requested by employees based on seniority, subject to maintaining an experienced work force capable of performing the work. Vacation schedules will be posted by December 15. Vacation time will normally be scheduled in five (5) day periods consistent with an employee's shift schedule at the time of vacation.
- 11.09 The Company agrees that all statements of vacation pay entitlement shall be broken down to identify entitlement and deductions.
- 11.10 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice, receive his outstanding vacation pay not later than January 15th of the following year, on a separate cheque.
- 11.11 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular pay day before his vacation commences.
- 11.12 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year except as otherwise provided in this Agreement.

- 11.13 An employee who is terminated resigns or quits for any reason whatsoever shall receive his unused vacation credits since the last vacation date upon which vacation pay was calculated, and shall receive, with his last pay, vacation pay in accordance with his entitlement, that is, 4%, 6% or 8%.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be as defined in Article 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

12.02 Probationary Period

- (a) Notwithstanding anything in this Agreement, an employee shall be on probation until he has completed 720 hours of on-the-job training, adaptation and the performance of the responsibilities established within any job classification. A probationary employee may be terminated in the sole discretion of the Company. In any grievance concerning a termination of a probationary employee the arbitrator shall have no jurisdiction to overturn the termination or modify the penalty in any way unless the Union establishes that the discharge was made in bad faith. After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.
- (b) Where two or more employees have the same seniority date (e.g. hired on the same day) and there is a need to establish which employee(s) has greater seniority for any purpose under the collective agreement, this will be done using the last 3 digits of their SIN number, with the lowest number having more seniority (e.g. 207 would have greater seniority than 805).

12.03 (a) Bumping Rights

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will first exercise their seniority either by bumping a junior employee in any classification on their shift, in order of seniority, where they are capable of performing such work or they may bump a junior employee in the same classification on another shift. If there are no full-time positions available, the employee may bump any junior employee on the overall seniority list within the bargaining unit where they are capable of performing such work or will be subject to lay-off.

If an employee chooses to accept a lay-off instead of a bump, they will not have another opportunity to bump until such a time as they are at risk of losing their seniority.

(b) Lay-off Notice

The Company shall give employees with less than five years of seniority at least one (1) week's notice of lay-off or pay in lieu thereof and the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with five (5) years of service

or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

(c) Lay-off Benefits

The Company shall pay the Health & Welfare Benefits (for the Benefits listed below) as described in 15.01, for a period of the month in which the employee was laid-off plus the next one (1) full calendar month following the date of lay-off.

- Prescription Drugs
- Vision Care
- Dental

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

12.05 A seniority list shall be placed on the bulletin board. It will be revised by the Company at least every 6 months and copies of this list will be forwarded to the Union. The Company will periodically advise the Union as to any change in an employee's address, telephone number, Social Insurance Number or employee classification, when the Company becomes aware of any such change.

12.06 **Temporary Recall**

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;
- (b) When temporarily recalled, laid off employees will be given preference of available hours of work before casual employees.
- (c) A laid-off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month
- (d) Notwithstanding Article 12.08 (6) herein, a laid-off seniority employee who works a minimum of eighty (80) hours in a month shall be deemed to have been recalled solely for the purpose of retaining his seniority.

12.07 If a curtailment of business requires a lay-off, then all casual employees will be laid off first. In the event that a regular full-time employee cannot work his regular scheduled forty (40) hours due to a curtailment of business, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid-off status shall hold top seniority among the Casual employees and shall, on order of their overall seniority, have first call to assignments with greater earning opportunities. Said employees shall be first in line for promotion to regular full-time status. No Part-time

employee will work in the case of a lay-off unless the laid off or regular employees refuse the work.

12.08 Loss of Seniority

Seniority rights and employment shall cease for any of the following reasons:

- (1) if an employee Quits or retires from the employ of the Company;
- (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) Is absent from work for three (3) consecutive working days without notifying the Company within that period, unless the failure to report is due to circumstances beyond the employee's control;
- (4) Fails to return to work upon the termination of an authorized leave of absence, unless the failure to report is due to circumstances beyond the employee's control.
- (5) failure of an employee to report for work within five (5) working days when recalled by the Company after a lay-off to full-time employment, or failure of the employee to inform the Company within twenty-four (24) hours of such recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work on a one time basis, without affecting their seniority status under this Agreement;
- (6) He is laid off for a period of fourteen (14) months or his length of service, whichever is least.
- (7) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (8) When an employee is transferred or promoted to a position outside the bargaining unit exceeding ninety (90) days.

12.10 It shall be the duty of the employee to notify the Company and the Union promptly of any change of address. If the employee fails to do so, the Company or the Union shall not be held responsible for failure of notice to reach such employee.

ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 Where the Company decides to fill a vacant position, the position will be posted on the bulletin board for a period of five (5) working days during which employees can submit a written bid for the position. Employees absent for any reason will be given an additional three (3) working

days immediately after their return to bid. During this time the Company may fill the position on a temporary basis or otherwise assign the work as it deems appropriate.

A copy of the job posting and awards will be given to the Steward. Names of people awarded jobs through bidding to be posted and the Union Steward will be provided a copy.

- 13.02 When skill and ability are sufficient, seniority shall be the governing factor in filling the position(s).
- 13.03 The successful candidate(s) will be given a five (5) working days familiarization period in the job bid for. During this familiarization period the employee may elect to return to his prior position, if it exists, or the Company may return him to his prior position if the employee is unable to demonstrate an ability to perform the work required. An employee may only have one familiarization period per classification in each year of the collective agreement. Such familiarization period may be extended by mutual consent between the parties.
- 13.04 Permanent full-time openings may be filled for a temporary period not to exceed ten (10) working days except where otherwise agreed by the Union and the Company.
- 13.05 An employee, who is temporarily transferred at the request of the Company to another classification, will receive his own rate or the rate for the other classification, whichever is the higher.
- 13.06 When the Company fills a vacancy under this clause, the name of the successful employee will be posted.
- 13.07 An employee on the afternoon shift or the night shift shall have the right to temporarily transfer by seniority to the day shift, ability being sufficient, for vacation, leave of absence, illness or accident replacement. The Company will, once the summer vacation schedule has been determined, identify the vacancies available and allow seniority employees to apply to transfer to the dayshift within classification. Such determination shall be dependent upon there being a sufficient number of qualified employees remaining on the shift from which he transfers to enable the Company to operate efficiently. If the Company decides not to fill such a temporary vacancy it will not assign the work to part-time employees.
- In the case of a vacancy on the dayshift due to a leave of absence, of more than two (2) weeks, an employee on the afternoon shift or the midnight shift shall have the right to transfer by seniority, to the dayshift, ability being sufficient, providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable qualified employees remain on the shift from which he transfers to enable the Company to operate efficiently.
- 13.08 Any job which is vacant because of illness, accident, vacation or leave of absence shall not be deemed to be vacant for the purpose of this Article.
- 13.09 Warehouse Operator/Warehouse Operator Ramp-up

At ratification, the Company will canvas employees in the Warehouse Operator and Warehouse Operator Ramp-up classifications with respect to their shift preference in accordance with seniority.

Any employee changing shift preference may be required to change their previously scheduled vacation for that year.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority. The granting of a Leave of Absence will not be unreasonably withheld. Under no circumstances shall any Leave of Absence continue in excess of six (6) months unless otherwise provided in the Collective Agreement.

14.02 The Company may grant leave of absence without pay if an employee requests it in writing from the management.

14.03 The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Company.

14.04 The Company shall grant leave at the time of a bereavement as hereinafter set out and any such leave pursuant to Sub-clause 14.04(a) hereof shall commence with the day immediately following the date of the death and any such leave pursuant to Sub-clause 14.04(b) hereof shall be any one of the five (5) consecutive working days immediately following the date of the death. The Company shall,

(a) in the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in-law, step-mother, step-father, step-brother step sister or step child, grandchild or grandparent allow that employee such time off as necessary, not to exceed five (5) consecutive working days and;

(b) In the event an employee is bereaved of a sister-in-law, brother-in-law, aunt or uncle, allow two (2) working day off as necessary, and;

shall pay that employee at his hourly rate, for the day or days he would otherwise have worked his regularly scheduled hours. At the request of the employee, and with the approval of management, such leave may be extended without pay.

14.05 Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of the leave, at the employee's hourly rate, minus any amount received by the employee for acting as a juror or as a Crown witness. In order to be eligible for such payments, the employee must notify the Company within twenty-four (24) hours of notice of service from the court and furnish a written statement

from the proper public official, showing the date and time served and the amount of money received.

- 14.06 When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfill such position, and it shall not exceed five (5) years.

ARTICLE 15 – HEALTH & WELFARE

- 15.01 The Company agrees to pay 100% the cost of the Group Insurance Plan. The Company further agrees to provide to all eligible employees who have completed their probationary period Group Insurance Benefits coverage as outlined in the Brookfield Cold Storage Group benefit booklet which is in effect at the time of ratification of this agreement at no cost to the employees. There shall be no changes to the Brookfield Cold Storage benefit coverage which has a negative effect on the majority of the employees. A copy of the Brookfield Cold Storage Group Insurance Benefits shall be forwarded to the Union Office

- 15.02 The terms and conditions of all insurance and/or benefit plans referred to herein do not form a part of this Collective Agreement, are not incorporated into this Collective Agreement, and cannot constitute a difference between the parties for the purposes of the grievance and arbitration provisions of this Collective Agreement. Any complaint by an employee regarding eligibility for, or as to the administration of, insurance and/or benefit plans must be taken up directly with the carrier of the plan. The Company's only obligation with respect to benefits will be to pay the Employer's share of the premium cost only of group life insurance, accidental death and dismemberment insurance, extended health insurance, dental insurance, and short and long term disability insurance. Coverage shall be for all eligible employees on the active payroll of the Company who have completed their probationary period and who have met the eligibility requirements for the relevant policies or plans. Eligibility for and entitlement to coverage is governed by and subject to the terms and conditions of the insurance policy or policies.

15.03 Personal Leave Time

Full-time employees shall be granted sixty-four (64) paid personal leave hours per year, after completing the probationary period, subject to the following conditions:

- a) The Company will grant full-time employees (64) paid personal leave hours per year each January 1st.
- b) Any unused personal time will be paid out on the first pay period in January on a separate cheque. At the employee's option he can transfer the sick leave payment to an RRSP account.
- c) It shall be payable on the next regularly scheduled pay date, based on your scheduled shift.
- d) Personal leave may be taken in increments of a minimum of two (2) hours for the purpose of doctor's appointments or professional service appointments, providing seven (7) days'

notice is given (except in the case of emergencies). If there is more than two appointments per calendar year, evidence of that appointment may be required by the Company.

- e) (56) paid personal leave hours per year is based on a full calendar year – employees joining the Company after January 1 will be allowed eight (8) hours personal leave for every two months in the calendar year commencing the month after his probationary period is completed.

15.04 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.

15.05 The Company shall provide the employee and steward with a copy of the form "7" in the event of a compensable accidental injury.

15.06 Any medical examination requested by the Company shall be promptly completed with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:

If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

15.07 The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation and any costs of Medical documentation.

15.08 **Medical Leave**

When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time so that adequate replacement may be made if necessary. Employees must keep the Company and the Union notified of their correct address and telephone number at all times.

15.09 It is required that employees on sick or injury leave advise the Company as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability.

15.10 **Employer Sponsored Retirement Plan**

Nova Cold Logistics has established and sponsors a Retirement Plan. This plan is established through Manulife Financial.

The Company will match the employee's contribution at a rate of 100% of the first 6%. Employees will be entitled to the Company contribution after a 3-year vesting period. The plan is a convenient way of savings for retirement using easy and automatic payroll deductions.

Employees can choose from a range of investment options and top fund managers. Employees can change investment options and direction, as well as make lump sum contributions. Access to the employee's investment is available 24-hours a day through the web site or through a toll-free customer care center.

Employees cannot remove any money from the Employer Sponsored Retirement Plan for as long as they are employed with Nova Cold Logistics.

ARTICLE 16 - TRAINING

16.01 Employees may be offered training to gain the skills and experience necessary to enable them to be pre-qualified for potential future opportunities requiring greater skills.

All training and upgrading shall be fully paid for by the Company.

16.02 The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid course and provide proof of successful completion of same.

16.03 During the term of the current collective agreement the Company may extend to one full-time employee the opportunity to accept an Engineer in Training opportunity on the following basis:

(a) The one Engineer in Training opportunity will be available to the full-time employee who first provides to the Company proof that he has recently passed the necessary exam(s) for a Class B Refrigeration Operator licence.

(b) The Engineer in Training will be trained by the Engineer or Engineers who, in the Company's opinion, are best suited to provide the training.

(c) The Engineer in Training shall be paid as follows during the training period:

75% of the relevant Engineer rate at the start of training.

85% of the relevant Engineer rate when he has completed
1/3rd of the hours necessary to become an Engineer.

95% of the relevant Engineer rate when he has completed 2/3rds of the hours
necessary to become an Engineer.

100% of the relevant Engineer rate after he has completed all of the hours necessary
to become an Engineer.

(d) After he has completed all of the hours necessary to become an Engineer, the Engineer in Training can be assigned by the Company to Engineer duties as and when required, including for example, additional engineer work, vacation, sick leave and/or absence coverage. While performing Engineer duties he shall be paid the Engineer rate. While performing his regularly classified duties he shall be paid the appropriate rate for the work performed.

- (e) After he has completed all of the hours necessary to become an Engineer the Engineer in Training shall have priority for any Engineer vacancy over any applicant from outside the bargaining unit and shall accept any vacant Engineer position that he is offered.

16.04 **Steward Education**

The Company agrees to allow up to a maximum of two (2) days per year with pay at the regular straight hourly rate of pay, for Union Stewards to attend Union Education. The maximum of two (2) days is the total for one (1) steward. The Union shall give a minimum of two (2) weeks advance notice in writing for any Stewards with the purpose to attend Union Education. Such business shall be scheduled at a mutually agreeable time.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 It is the Company's management right to schedule as the Company deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week, or as to the number of shifts or the starting and stopping times of shifts.

The Company agrees to give all shifts at least one week notice of any change to their scheduled hours of work. The Union recognises the Company's right to scheduling under article 3.01 (c).

- 17.02 At the beginning of each calendar year, employees working the 12 hour shift schedule whereby they work 3 X 12 hour shifts for 36 hours and receive 40 hours pay per week. If he is absent from work for any reason during a pay period, he will not be paid the 4 hours premium and will only be paid for hours actually worked.

a) No single day vacations

- 17.03 (a) Employees will have two (2) twenty (20) minute breaks (one of which will be the employee's meal break) without loss of pay during the first and second half of each shift (excludes CSRs, Traffic reps and Operating Engineers).

Office employees will have two (2) fifteen (15) minute breaks (one in the morning and one in the afternoon) without loss of pay and one thirty (30) minute unpaid lunch period.

- (b) Where overtime occurs in conjunction with regularly scheduled shift, employees shall be allowed a paid fifteen (15) minute rest period at the normal quitting time, if two (2) hours or more of overtime work is scheduled.
- (c) Employee who is cold shall be allowed to warm up in a designated place (Warm up room) without loss of pay in order to warm up.
- (d) For engineers on twelve (12) hour shifts only, their thirty (30) minute lunch break is with pay and they will have three fifteen (15) minute breaks.

17.04 The Company will provide a clean-up period of five (5) minutes without loss of pay to all employees prior to the end of their shift

17.05 It is understood that the Company has operational commitments and employees will endeavour to work overtime when requested to do so. During the normal work week, where there are not a sufficient number of employees on a shift willing to voluntarily work overtime, overtime can be assigned by the Company on a mandatory basis in reverse order of seniority within a classification/department. For regular overtime throughout the week that will be at the end of or before a shift, the employer will offer the overtime on a rotational basis among employees on the shift.

For scheduled weekend and statutory holiday overtime, the Company will offer it on a rotational basis within the classification/department. Once the rotation has been exhausted, overtime may be offered outside classification/department on a rotational basis.

In the event that the mandatory overtime prevents an employee from using their regular mode of transportation to return home, the Company will provide a prepaid taxi fare not to exceed \$50.

Mandatory overtime does not apply to weekends and statutory holidays.

Mandatory overtime will not exceed one hour per day per employee.

- 17.06 (a) For a five (5) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.
- (b) Work performed on employees scheduled days off are to be paid at time and one-half, all work performed on the employees seventh consecutive day within the pay period will be paid at double time.
- (c) Employees will not suffer the loss of regular earnings or overtime because non-bargaining-unit employees were performing their work.
- (d) Where a statutory holiday or a floater/lieu day falls within an employee's regular work week, the Company will include statutory hours and floater hours as part of the total regular work hours for the week.

17.07 An employee who is called in to work on a Paid Holiday or who is called back to work, or called to work on his scheduled day off shall be guaranteed a minimum of four (4) hours' pay at time and one-half (1-1/2).

17.08 **Overtime Before Vacations**

An employee leaving on vacation shall be eligible for work in the week before his vacation commences. He shall be ineligible for further work until Sunday midnight after his vacation.

ARTICLE 18 - NO DISCRIMINATION

- 18.01 The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by Company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace.
- 18.02 The Company, the Employees and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code. Disputes under the Human Rights Code will be processed through the grievance procedure under this Agreement.
- 18.03 The Company and the Union recognize the importance of establishing and maintaining a positive relationship at the workplace based on the principles of mutual respect and dignity. It is recognized that bargaining unit members and management representatives have different roles but it is also recognized that they should treat each other in a respectful manner if carrying out their roles.

Article 19 - BULLETIN BOARD

- 19.01 The Company agrees to make available in the lunch room for use by the Union a lockable glass enclosed bulletin board no less than 36 inches by 22 inches in dimension. The Union stewards, will be the only people with keys to the cabinet. The Company agrees to permit the posting in this cabinet of notices signed by a Union official of Union related business.
- 19.02 Seniority lists shall be prepared by the Company on or about January 1st and July 1st annually. A copy will be forwarded to the Steward(s) and the Union office, as well as posted on the bulletin board.

ARTICLE 20 -HEALTH & SAFETY

- 20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of the Company's safety rules and procedures including those established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 20.02 The Company requires that safety footwear and hardhats be worn as specified in the Company's Safety Rules.
- 20.03 The Company will pay straight time (at the last rate worked) for safety meetings, but will endeavour to hold these meetings during the shift of the employees concerned. Safety Representatives on off-shift shall be considered as having worked.

20.04 Safety Committee

There shall be a Safety and Health Committee with four (4) members appointed by the Union and four (4) members from the Company. The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

20.05 The Company will maintain all plant conditions on a basis that is conducive to the safety and health of the employees.

20.06 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

20.07 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees.

20.08 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Company. All such protective devices shall remain the property of the Company.

Article 21 - DURATION

21.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from April 1, 2024 up to and including March 31, 2029 unless either party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement:-

21.01 Negotiations shall begin within 90 days following notification for amendment, as provided in the preceding paragraph.

21.03 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 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.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

/jq

APPENDIX "A"

- A-1 For the purpose of this clause, part-time employees, casual employees and students shall have the same meaning when either term is used.
- A-2 Part-time employees who work more than Forty (40) hours in a month shall be required as a condition of employment to pay an amount equal to the monthly union dues, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
- A-3 Part-time employees shall be considered as probationary employees until they have completed seven hundred and twenty (720) hours of actual work, during which time they may be discharged or disciplined for any reason with the Employer's discretion. The Employer may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the seven hundred and twenty (720) hours worked, the employee shall be either discharged or placed on the part-time seniority list as of the date of the commencement of his probationary period. In the event a part-time employee is hired to a permanent full-time position, his time worked prior to being hired to a permanent full-time position shall be credited towards his probationary period described in Article 12.02.
- A-4 A part-time employee shall be given the opportunity to apply for any available full-time position and shall be hired in order of most seniority, ability being equal, prior to such vacancy being filled by a new hire. Furthermore, a part-time employee shall be scheduled, or called in, for work by seniority.
- A-5 A steward will be present in any formal meeting between a part-time employee and the Employer, where the matter to be discussed is to become part of the employee's performance record.
- A-6 Part-time employees will work within the scheduled shifts and will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) his hourly rate of pay.
- A-7 Part-time employees shall not be used while full-time bargaining unit employees are on lay-off until said full-time employees are first offered recall to work. At all times, full-time employees will be given preference.
- A-8 Part-time employees will only work overtime after all qualified full-time employee have been offered the overtime opportunity first.
- A-9 **Part-time employees will:**
- (a) Be granted rest periods as set out in Article 17.03 of this agreement.
 - (b) Receive vacation pay as determined under the Employment Standards Act.
 - (c) Receive the paid holidays listed in Article 10.01 Except for floaters and be paid a rate for work performed on a holiday as determined by the Employment Standards Act.
 - (d) Be entitled to all rights under article 8.

- (e) Be entitled to rights under article 18.
- (f) Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.

A-10 Total part-time employee hours worked shall not exceed fifteen (15%) percent of the regular hours represented by the number of full-time bargaining unit employees.

A-11 Shall be paid the same rate as set out in Article 9.02 for the job they are performing.

Letter of Understanding - Closure Agreement

If the Employer permanently closes its facility in Brampton Ontario, the Company will negotiate a closure agreement with the Union whereas;

- All Employees would be entitled to severance greater than employment standards.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

/jq

Letter of Understanding – Red Circling Members

Office employees above wage grid will be paid at \$21.70 (Rod).

Warehouse employees above wage grid will be paid at current rate until the wage grid catches them.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

/jq

LETTER OF UNDERSTANDING
BETWEEN

NOVACOLD LOGISTICS
AND
TEAMSTERS LOCAL UNION 419

WORKERS MEMORIAL/REMEMBRANCE DAYS

The Company agrees that a minute of silence will be observed at the start of each shift every April 28th and August 23rd, as a Worker Memorial.

If this date falls on a weekend, an alternate date will be honoured.

It is further agreed that out of respect for our fallen Brothers and Sisters, a minute of silence will be observed at the start of each shift every November 11th.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

LETTER OF UNDERSTANDING
BETWEEN

NOVACOLD LOGISTICS
AND
TEAMSTERS LOCAL UNION 419

JUST CAUSE TERMINATION – RACK DAMAGE

The parties agree that if a rack is hit and damaged in any way, the employee must report it immediately. If this damage goes unreported, the employee's employment is terminated with just cause.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

LETTER OF UNDERSTANDING
BETWEEN

NOVACOLD LOGISTICS
AND
TEAMSTERS LOCAL UNION 419

VISION

The parties agree to increase vision benefits to \$350.00.

Ratified this 14th day of April, 2024.

FOR THE COMPANY

Jerry Owusu, Americold
General Manager

David Goodall, Americold
Director, Labour Relations

FOR THE UNION

Faheem Bhatti, Business Agent
Teamsters Local 419

Peter Kostiuk, Day Steward

Belroy Scott, Afternoon Steward

Christopher Ramjit, Night Steward

Robelinda Pervez, Traffic Steward

Naipaul Sharma, Engineer Steward

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Business Agent: Faheem Bhatti

Office: (905) 670-4190 x227

Fax: (905) 670-4957

Cell: 416-993-5785

Email: faheem@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



Follow us on Social Media...