



**Collective Agreement  
Between**

**Teamsters Local Union No. 419**  
(hereinafter referred to as the "Union")

**And**

**Anixter Canada Inc.**  
(hereinafter referred to as the "Company")

**July 1, 2022 to June 30, 2026**



**wesco | anixter**

# 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.

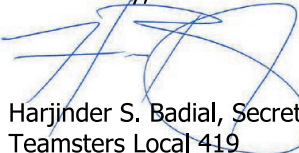
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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  
Anixter Canada Inc.**

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

<b>President</b>	<b>JASON SWEET</b>
<b>Vice-President</b>	<b>OWEN LANE</b>
<b>Secretary-Treasurer</b>	<b>HARJINDER S. BADIAL</b>
<b>Recording Secretary</b>	<b>KEITH BRUCE</b>
<b>Trustee</b>	<b>AARON NOVIELLI</b>
<b>Trustee</b>	<b>GWEN PAINTER</b>
<b>Trustee</b>	<b>TROY SNOW</b>
<b>Business Agent</b>	<b>KEN DEAN</b>
<b>Business Agent</b>	<b>FAHEEM BHATTI</b>
<b>Business Agent</b>	<b>BRANDON DAWE</b>

## STAFF

<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Accounting</b>	<b>RANEM DHALIWAL</b>
<b>Admin. Support/Dues</b>	<b>KAREN CANN</b>



*“In Solidarity We Rise”*

# Teamsters Historical Overview



**International Brotherhood of Teamsters  
1,400,000 Members**

**Teamsters Canada  
130,000 Members**

**Teamsters Ontario  
Joint Council 52  
44,000 Members  
In nine (9) 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 with 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 interests 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**

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## **ARTICLE 1 - INTENT AND PURPOSE**

- 1.01 The intent and purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and the Union, to promote co-operation and harmony, to recognize mutual interests, to set forth all agreements concerning rates of pay, hours of work and conditions of employment and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.
- 1.02 The Company and the Union agree to meet at least every two (2) months for the purpose 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 the Agreement.

## **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 Mississauga, save and except Supervisors and persons above the rank of Supervisor, office, clerical and sales staff, part-time employees and students employed during the school vacation period.
- 2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01 and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit



while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:

- (a) for the purpose of instruction or training, or
- (b) for emergency situations requiring immediate action which shall be subject to the grievance procedure.

2.04 Work that is normally and traditionally performed by the bargaining unit shall not be contracted out if such contracting out causes any loss of regular pay, seniority or lay-off of any employee concerned.

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

2.06 The terms and conditions which apply to part-time employees, students and employees of temporary agencies, are set out in Appendix "A".

### **ARTICLE 3 - NO DISCRIMINATION**

3.01 The Company 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, 1981.

## **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 agrees to deduct Union dues and initiation fees as specified in the Union Constitution from each eligible employee, including probationary employee or new employee, during the first pay period of each month and remit the monies so deducted, together with a list showing from whom and in what amounts deductions were made, to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 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:

- (a) all monthly dues for members to be submitted with current address, postal code and social insurance number.
- (b) twelve (12) checkoffs per year (calendar month).
- (c) monthly:
  - new members to be listed in alphabetical order with current address, postal code, social insurance number and date of hire.
  - terminations or resignations to be clearly identified with current address, postal code, social insurance number and date of termination or resignation.
  - addresses to be updated as well as name changes ie. marriage.

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 it harmless against any and all claims, which may arise in complying with the provisions of Article 4.

The Company agrees to remit annually to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Union agrees that the Company retains all management rights except as expressly limited by the Collective

Agreement, including the right to hire, lay off, discipline, discharge, promote, demote and transfer employees, to manage its business in all respects, to direct its working force, and to make reasonable rules and regulations, subject to the terms of the Collective Agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Company agrees to recognize employees selected by the Union members to act as Stewards, one per shift, to assist in the presentation of any proper grievances that may arise, and to act on behalf of the Union in negotiating a collective agreement or renewal thereof with the Company.
- 6.02 The Company agrees to recognize employees, one per shift, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.
- 6.03 The Union shall advise the Company in writing of the names of the Stewards and alternate Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- 6.04 The Union acknowledges that the Stewards or alternate Stewards as the case may be, have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards or alternative Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise.

6.05 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 and ascertaining that this Agreement is being adhered to, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

The Company shall pay regular wages of Stewards for time spent in negotiations with the Company for the renewal of this Agreement.

6.06 In the event that a Union Steward is disciplined or discharged, the impacted Steward will have the right to have another Steward present. The Company agrees to advise the Union Business Agent with respect to the disciplinary meeting and provide him/her with the opportunity to attend.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 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 Union and the Company, without, so far as is possible, resort to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

7.02 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 the Company the opportunity to adjust his complaint. In doing so, he may have the assistance of his Steward.

7.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily adjusted pursuant to Article 7.02, an earnest effort shall be made to settle such difference in the following manner:

#### 7.04 STEP ONE

Within ten (10) working days after the alleged grievance has arisen, the Steward shall present the grievance in writing, on a form supplied by the Union, to the Supervisor and if, within six (6) days from the time when such grievance was presented, a decision satisfactory to the employee is not given, then:

#### 7.05 STEP TWO

Within five (5) days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step Two. The Manager, or his designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him, or his designate.

At the Step Two meeting, the employee may be accompanied by his Steward, and the Manager, or his designate, may be accompanied by Counsel and such other assistance as he so desires. The Business Representative of the Union shall be present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) days immediately following the date of such meeting.

#### 7.06 GENERAL PROVISIONS

In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step Two. A grievance involving two (2) or more employees shall be presented by not more than two (2) of the employees in the group grievance.

- 7.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Manager, or his designate, shall schedule a meeting between the parties to be held within ten (10) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 8 of the Agreement.
- 7.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 7.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 7 or Article 8.

- 7.10 Any and all the time limits set forth in Article 7 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.
- 7.11 If the Company determines that an employee is to be discharged or suspended, it shall notify the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.
- 7.12 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 seven (7) 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.
- 7.13 If an 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.
- 7.14 A Steward shall be present at any disciplinary meeting regarding suspension or discharge, and furthermore, a Steward shall be present in any formal meeting between the employee and the Company where the matter discussed is to become part of the employee's performance record.

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.



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.

## **ARTICLE 8 - ARBITRATION**

- 8.01 (a) In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 7, it shall notify the other party in writing within twenty (20) days from the decision of the Company under Article 7.05 or Article 7.07, or of the Union under Article 7.07. If no written request for Arbitration is received within twenty (20) days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- (b) 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 Business Representatives 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.

- 8.02 The written notice referred to in Article 8.01 shall contain the names of three (3) proposed arbitrators from the list of arbitrators approved by the Ontario Labour-Management Arbitration Commission. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or

propose the names of three (3) different arbitrators from the list of arbitrators approved by the Ontario Labour-Management Commission, in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the Labour Relations Act.

8.03 Each grievance submitted to arbitration shall be heard separately.

8.04 The issue(s) raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue(s). The decision of the arbitrator shall be final and binding on the parties to the Agreement.

8.05 In no case shall the arbitrator be authorized to alter, modify or amend any part of the Agreement.

8.06 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

8.07 Any and all time limits fixed by Article 8 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.

## **ARTICLE 9 - NO STRIKES OR LOCKOUTS**

9.01 The Union agrees that there shall be no strikes and the Company agrees that there shall be no lockouts during the term of the Agreement.

## **ARTICLE 10 - SENIORITY**

10.01 The seniority of an employee means the length of his continuous service with the Company since the date of his last

hiring by the Company or transfer to the bargaining unit, except as expressly provided herein.

10.02 The seniority of an employee shall be completely lost and he shall be automatically terminated if he:

- (a) quits; or
- (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or
- (c) is absent from work for three (3) or more consecutive days without notifying the Company unless he gives a satisfactory reason for his failure to so notify the Company; or
- (d) is absent from work due to sickness or a non-compensable injury for a period in excess of three (3) days without providing the Company with a medical certificate from a qualified medical practitioner as to the reason and necessity for such absence if requested to do so; or
- (e) is laid off without recall to a permanent full-time position, for a period in excess of twelve (12) months; or
- (f) fails to notify the Company of his intention to return to work within forty-eight (48) hours of being given notice of recall or fails to return to work within four (4) days of the date of recall as set out in the notice of recall. Notice sent by registered mail or courier to the most recent address on the employee's employment file shall constitute proper notice. It shall be the responsibility of the employee to inform the Company of his current address by registered mail or in person; or

- (g) works for another employer while absent from his employment with the Company except while on lay-off, unless the Company grants a leave of absence to perform such other work; or
- (h) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (i) uses a bereavement leave for a purpose other than that for which it was given; or
- (j) fails to return to work upon the expiration of an authorized leave of absence unless he gives a satisfactory reason.

10.03 Within ten (10) days after the signing of the Agreement, the Company shall post a seniority list on the bulletin board showing the seniority of each employee (i.e. hiring date). An employee shall have thirty (30) days to challenge the seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

10.04 A seniority list showing the employees' seniority date, classification and shift shall be placed on the bulletin board and shall be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

10.05 The Company will notify the Union in writing of all suspensions, terminations, lay-offs, and recalls.

10.06 **Change of address**

It shall be the duty of the employee to notify the Company and the Union promptly of any change of address and phone number. If the employee fails to do so, the Company and the

Union shall not be held responsible for failure of notice to reach such employee.

## **ARTICLE 11 - PROBATIONARY EMPLOYEES**

11.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has actually worked forty-five (45) days, at which time he shall become entitled to seniority as provided in Article 10.01. The Company shall have the right to discharge or otherwise discipline a probationary employee in its sole discretion for any reason, including ability to perform the work and suitability and attitude as an employee. Upon successful completion of his probationary period, an employee's seniority date shall be his date of last hire.

The Company shall introduce all new employees on their first day of work to the Steward and shall state whether the new employee is a full-time probationary employee or a summer student or a part-time employee.

## **ARTICLE 12 - REDUCTION IN FORCE**

12.01 In the event of lay-off, seniority will determine the employees to be retained, provided the senior employee has the skill and ability to perform the work required. Employees being displaced due to a lay-off or job elimination or shift changes or start times, will exercise their seniority by bumping in order of seniority. Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above.

12.02 The Company shall give all full-time employees five (5) working days' notice of lay-off or pay in lieu for all lay-offs in excess of ten (10) working days.

- 12.03 (a) Full-time employees who are laid off and perform part-time work shall be paid at the appropriate full-time wage rate in effect as of the date of the lay-off for the work performed and will be given preference to available hours of work before part-time employees and students, provided they contact the supervisor to find out the schedule prior to Wednesday of the previous work. If it is necessary to call in an employee for part-time work not appearing on the schedule, a full-time employee on lay-off will be given the same preference.
- (b) The Company will pay One hundred (100%) percent of the premiums for the group insurance benefits to full-time employees who are laid off and have performed a minimum of eighty (80) hours part-time work in the preceding month. Life insurance, weekly indemnity and long-term disability benefits shall be based upon earnings while performing part-time work.
- 12.04 If, following completion of the job posting procedure, the Company fills a full-time position, the most senior employee on lay-off will be recalled, provided he has the qualifications, skill and ability. If no employee on layoff has the qualifications, skill and ability, the Company will recall the most senior employee who can acquire the qualifications, skill and ability within five (5) working days.

In the event the Company relocates and moves to another location, the employees will have the option to relocate with the Company to the new location.

### **ARTICLE 13 - TRANSFERS AND PROMOTIONS**

- 13.01 Nothing in the Agreement shall be considered to preclude the transfer of an employee from the bargaining unit

to a position where he is excluded from such category or vice versa. There shall be deemed to have been no break in the continuous service of the employee by reason of the transfer. Such transfer shall only take place with the consent of the employee involved.

13.02 The seniority of an employee who transfers to a position outside the bargaining unit shall continue to accumulate for up to twelve (12) months. The employee shall retain his seniority for the purpose of re-entry into the bargaining unit for such period of time. Thereafter, his seniority rights under this Agreement shall terminate. This shall be done once during the employee's term of employment.

13.03 Any permanent vacancy in the bargaining unit shall be posted on the bulletin board for a period of ten (10) working days and employees shall have the right to bid for the position. An employee awarded a position must be available to fill the vacancy within twenty (20) working days of being awarded the position.

A successful applicant in accordance with this provision will start working in the position within ten (10) working days from the date on which the employee is notified that he/she is the successful applicant. Within the specified period, the successful applicant will be provided the opportunity, at their request, to work in the position, after which he/she shall confirm with the Company in writing, that he/she will accept the position. This confirmation is required by no later than the end of the five (5) day working period.

In the event that the successful applicant decides not to continue in the position, the Company will review other employees who applied for the posted position and determine

suitability in accordance with this article. If there are no other successful applicants, the Company shall have the right to fill the position in accordance with this provision without the obligation to re-post.

13.04 An employee who is transferred to another job temporarily for the convenience of the Company will be paid for the entire shift at the higher of his/her wage rate, or the wage rate of the job to which he/she is transferred. A temporary transfer is a transfer for a period of ninety days or less.

13.05 Where the Company needs to fill a temporary vacancy for a period of ninety days or more (a long term vacancy), the Company will post the long term vacancy in accordance with Article 13.03, with the job rate being the job rate of the position for which the vacancy is posted. It is understood that the long term vacancy shall not exceed six months, at which time the employee will be returned to their former position.

13.06 In case of promotion or transfer, the Company shall award the position to the senior applicant who has the skill and ability to perform the duties of the position. **If, in the opinion of either party, the employee is not fully able to perform the duties of the position within ten (10) working days,** he shall be returned to his former position. Such judgement shall not be exercised in an unreasonable fashion, and shall be subject to the grievance and arbitration procedures contained herein.

## **ARTICLE 14 - BEREAVEMENT LEAVE**

14.01 If requested, an employee will be granted a leave of absence of up to five (5) days for the purpose of attending and/or mourning the death of a spouse (including a common



law spouse) or son or daughter. For the remaining immediate family an employee will be granted a leave of absence of up to three (3) days. If one (1) or more of the five (5) days or three (3) days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate. "Immediate family" shall include mother, father, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grand-parents and grandchildren of the employee.

### **ARTICLE 15 - MATERNITY & PATERNITY LEAVE**

An employee will be entitled to maternity and paternity leave in accordance with the provisions of the Employment Standards Act without loss of seniority. The Company will maintain its contributions to the Group Insurance Plan.

### **ARTICLE 16 - JURY AND WITNESS DUTY**

16.01 When an employee is required to serve as a juror or is subpoenaed as a Crown witness, the Company shall continue the employee's regular pay during the approved jury duty or Crown witness leave, provided the employee furnishes the Company with proof that he is serving as a juror or a Crown witness. The employee shall remit promptly to the Company all monies received for said service.

The employee is required to give notice in writing to the Company that he has been selected to serve as a juror or that he has been subpoenaed as a Crown witness at the earliest possible time.

## **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

- 17.01 (a) The regular work week shall consist of forty (40) hours per week comprised of five (5) consecutive days of eight (8) hours each Monday to Friday, which shall include two (2) fifteen (15) minute paid rest breaks. A one-half (1/2) hour lunch period will be provided each day without pay.
- (b) For all purposes herein, any shift which during the regular work week starts:
- at or after 12:00 noon and before 6:00 pm, shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts,
  - at or after 6:00 pm and before midnight, shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts,
  - at or after midnight and before or at 4:00 am, shall be a "night shift", and any other shift shall be a "day shift",
  - there shall be no rotation between day shift, afternoon shift and night shift and no rotation within the shift.
- (c) If the Company intends to introduce new shifts or rearrange the starting times of existing shifts, it will advise the employees as soon as possible by posted notice to all employees in the bargaining unit, and in any event, at least fifteen (15) working days in advance of such change. The Company agrees to meet with the

Union and discuss such changes prior to implementation. All employees must exercise their seniority rights as spelled out in Article 12.01 and 13.03 respectively of the Collective Agreement within the fifteen (15) working days in advance of the change.

- 17.02 An employee shall be paid one and one-half (1-1/2) times his regular basic hourly rate for all authorized hours of work in excess of eight (8) hours in any day and all hours worked on his sixth (6th) working day in any work week. Vacation days, paid holidays, bereavement leave and jury and witness duty shall be deemed to be working days for the purpose of this Article.
- 17.03 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his regularly scheduled hours of work for that day.
- 17.04 All overtime required by the Company will be assigned in accordance with seniority, provided the employee has the requisite skill and ability and qualifications to perform the work. When the Company requires overtime to be worked, the following will apply:
- (a) The Company will verbally offer available overtime to the employees within the classification who are attending at work on the shift where the overtime is identified. The Company is not required to contact employees who are not at work on the shift.
  - (b) If there is an insufficient number of employees available within the classification on the shift where the overtime is identified, the Company will, in accordance with

seniority, provided the employee has the requisite skill and ability and qualifications to perform the work:

- (i) Verbally offer employees such overtime in other classifications attending work on the shift on which the overtime is identified;
  - (ii) Contact employees scheduled to work the next available shift to attend early to perform the overtime required. The Company will do so by contacting the employee via text or phone at the phone number provided by the employee on his/her file;
  - (iii) If the employee offered overtime is unavailable, which includes not answering the phone or responding to the text within ten (10) minutes, the Company will move to the next scheduled employee on shift.
- (c) In the event that there are an insufficient number of employees available, after going through the above protocol, the Company may have the work completed by whatever means it deems necessary.

17.05 A full-time employee who is called to work on a regularly scheduled day of work Monday to Friday, not having been notified not to report for work either orally or by message left at his phone number of record at least one (1) hour prior to his start time, and who is sent home because of a lack of work, shall be paid four (4) hours at his regular basic hourly rate.

17.06 The Company shall give at least **one (1) hours' notice of overtime**, except for reasons beyond its control.

17.07 Subject to qualifying for overtime pay pursuant to Article 17.02, all hours worked on a Sunday shall be paid at the rate of two (2) times the employee's regular basic hourly rate.

17.08 Employees scheduled to work on a sixth (6th) day or on a Sunday or Holiday will be given a minimum of four (4) hours work or four (4) hours pay at the applicable hourly rate.

17.09 Where an employee is required to perform overtime work in conjunction with a regularly scheduled shift, the employee will receive a fifteen (15) minute rest period to be taken either prior to or following their scheduled shift, depending on the employee's scheduled shift.

## **ARTICLE 18 - VACATIONS**

18.01 (a) The basis for payment of vacation pay and length of vacation will be as follows:

<b><u>Length of Service at January 1</u></b>	<b><u>Vacation Entitlement</u></b>
Less than one 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 previous calendar year.
One (1) year	Two (2) weeks
Three (3) years	Three (3) weeks
Ten (10) years	Four (4) weeks
*Twenty (20) years	Five (5) weeks

\*Effective July 1,  
2015

(b) Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more.

18.02 The vacation year shall be January 1 to December 31. Calculation of continuous service shall be based on the full-time employee's anniversary date and the employee shall be entitled to any additional week of vacation, if applicable, at any time in the calendar year in which his anniversary date falls.

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 lay-off or retirement.

18.03 Employees shall receive their vacation allowance on the last working day prior to their scheduled vacation.

18.04 Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.

18.05 (a) Vacations due in any year must be taken during the vacation year and employees, based upon seniority, will have the right to take any part or all of their vacation at one time within the vacation year subject to the following: for June, July and August, the maximum amount of consecutive vacation which will be granted to any employee will be three weeks unless permitted by

the Company. Any employee who was prevented from taking his vacation during the vacation year due to illness or accident and who has not returned to work by the end of the vacation year shall receive his vacation pay as soon as possible following the end of the vacation year.

The Company may limit the number of employees per shift who may be on vacation at any one time, having regard to the needs of the business.

- (b) On November 1, the Company shall post a vacation calendar/scheduler for the following year in a location convenient to employees concerned. By November 30, employees, by seniority, shall place their names on the calendar, setting out their requested vacations.
- (c) By no later than December 15, the Company shall post the final vacation schedule, it being understood that:
  - In the event that two employees request the same vacation time, seniority shall prevail;
  - Request for vacation weeks shall have priority over requests for vacation days;
  - Once posted, the employee's scheduled vacation on the vacation schedule will not be changed unless agreed upon between the Company and the employee; and
  - Any employee who does not submit application for vacation by November 30 will have his vacation period selected by the Company on a first come, first serve basis.

18.06 Earnings shall be calculated on T-4 earnings, but excluding taxable benefits, for the prior calendar year.

### **ARTICLE 19 - PAID HOLIDAYS**

19.01 For the purpose of this Agreement, the following days are recognized as paid holidays for employees who have completed their probationary period:

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

\*"Float Day" shall be on a regular working (non-statutory) day, without premium and/or statutory pay, to be taken on a date to be agreed upon between the Company and the employee, subject to operational needs.

In addition to the above, the Company shall also grant the employees a half-day paid holiday on the last regular working day preceding Christmas Day and the last regular working day preceding New Year's Day.

Paid Holidays during the Christmas and New Year's season will be posted by December 15 and Canada Day by June 15, in each year.

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

19.02 In order to qualify for payment for any of the paid holidays, an employee must work the entire scheduled work



day immediately before and his entire scheduled work day immediately following the holiday, unless he has obtained prior permission to be absent. However, when an employee is absent from work on his preceding and/or following scheduled work day as a result of illness, as verified by the certificate of a duly qualified medical practitioner, the employee shall be entitled to one (1) paid holiday during any one (1) period of illness.

19.03 An employee who qualifies for holiday pay in accordance with Article 19.02 shall be paid for eight (8) hours at his regular basic hourly rate for each of the foregoing full day paid holidays and shall be paid for four (4) hours at his regular basic hourly rate for each of the foregoing half day paid holidays, as the case may be. The rate shall include shift premium if applicable.

19.04 If an employee who qualifies for holiday pay in accordance with Article 19.02 is required by the Company to work on any of the above holidays, he shall be paid two (2) times his regular basic hourly rate for the hours worked on the holiday in addition to his holiday pay.

19.05 If any of the paid holidays fall on a scheduled day off for an employee or during his vacation, and he qualifies under Article 19.02, he shall receive a day off with regular pay to be taken at a mutually convenient time.

## **ARTICLE 20 - WAGES**

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

	2021	2022	2023	2024	2025
Classification	01-Jul-21	01-Jul-22	01-Jul-23	30-Jun-24	30-Jun-25
Warehouse Inventory	\$ 26.73	\$ 27.53	\$ 28.36	\$ 29.21	\$ 30.09
Shipper/Receiver	\$ 26.45	\$ 27.24	\$ 28.06	\$ 28.90	\$ 29.76
Cabinet Assembler	\$ 26.45	\$ 27.24	\$ 28.06	\$ 28.90	\$ 29.76
Large Cutting Machine	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.71	\$ 29.57
Narrow Aisle Reach Truck	\$ 26.10	\$ 26.88	\$ 27.69	\$ 28.52	\$ 29.37
Small Cutting Machine	\$ 25.80	\$ 26.57	\$ 27.37	\$ 28.19	\$ 29.04
General W <sup>h</sup> ouseman /Kitting	\$ 25.57	\$ 26.34	\$ 27.13	\$ 27.95	\$ 28.78

Year 1            3.0%

Year 2            3.0%

Year 3            3.0%

Year 4            3.0%

Signing Bonus - Employees who are employed on the date of ratification will receive a signing bonus of \$250.00, less deductions required by law.

**20.02      Rate of Pay for Probationary Employees**

A probationary employee shall be hired at a rate of fifty cents (.50 cents) per hour below the General Warehouseman rate above. Upon completion of the probationary period, in accordance with Article 11 of the Agreement, the employee shall receive the applicable hourly rate for his classification.

20.03      Any employee who is assigned to an “afternoon” shift shall receive a shift premium of seventy-five (.75) cents per hour for all hours worked on each such shift. Any employee who is assigned to a “night” shift shall receive a shift premium of one dollar (\$1.00).

20.04      The Company agrees to pay the employees on a weekly basis.

20.05 An employee temporarily transferred to another classification will receive his own rate or the rate for the other classification, whichever is the higher.

20.06 Gross Rate Definition

Where the term "gross rate" is used in this Agreement, it shall mean a rate equal to the "hourly rate" plus the applicable "shift premium", in the case of an employee who qualifies for "shift premium" as set out in Article 17 hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.

Note: QC and IC will not direct the work force

**ARTICLE 21 - HEALTH AND WELFARE**

**21.01 Benefits Programme Trust Fund**

(a) The Employer agrees to participate in the Teamsters Local 419 Benefits Programme Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Local 419 Benefits Programme Trust Fund. In March and September of each year, the Union and the Company shall meet with the Administrator to review the Benefits Programme during which time the Administrator shall provide information as outlined in the Financials prepared by the Administrator, which will detail the number of Members and contributions received, the insured premiums paid out, the total Health Claims factoring in any reductions for claims above the pooling threshold, total Dental Claims paid, STD claims, operating expenses, the monthly gain or loss and the cumulative surplus or deficit from July 1, 2022.

- (b) Effective July 1, 2016 the Employer shall contribute \$405.00, plus any applicable taxes, per month on behalf of each full-time bargaining unit employee, under age 65, who has completed the probationary period and who has worked any part of the month.

Effective July 1, 2022 the Employer shall contribute \$696.65, plus any applicable taxes, per month on behalf of each full-time bargaining unit employee, under age 65, who has completed the probationary period and who has worked any part of the month.

Effective July 1, 2023 the Employer contribution is increased to \$757.20 per month, plus any applicable taxes.

Effective July 1, 2024 the Employer contribution is increased to \$823.11 per month, plus any applicable taxes.

Effective July 1, 2025 the Employer contribution is increased to \$894.91 per month, plus any applicable taxes.

The required employer contribution is based on the experience as discussed between the Plan Administrator, Union and the Company during the March/September annual meetings. The contribution rate for any given twelve (12) month period (July 1 – June 30) will be as set out in the schedule noted above, unless, after further taking into account the health and dental claims experience and the surplus or deficit position over the most recent twelve (12) month period dictates the contribution rate should be lower or higher than as set out according to the schedule noted above.

In the event adverse claims experience or insufficient contribution rates have caused or at any point cause the Anixter Fund Balance accumulating from July 1 2022 to incur a deficit greater than 80% of the amount used to establish the subsidized rates set out according to the schedule noted above, the Plan Administrator shall determine a rate that is adequate based on claims experience at that time, which the Company shall begin to contribute 100% of the difference between the new rate determined by the Plan Administrator and the applicable rate set out according to the schedule noted above, the month after the Company is notified of the new rate. The Company agrees that 100% of any deficit that has accumulated in excess of 80% of the amount used to establish the subsidized rates set out according to the schedule noted above will be paid by the Company in full to the Trust Fund by the end of the month after it is notified of the deficit amount. In the event a surplus is generated during the most recent twelve (12) month period (July 1 – June 30, a premium offset will be applied beginning the following July 1 to the monthly rate outlined above. The amount of the offset will be equal to the surplus divided equally by month and member.

The Trustees of the Teamsters Benefits Programme Trust Fund agree the Plan Administrator will provide to the Company information as outlined in the Financials prepared by the Administrator for use in the calculation of any new rate and/or deficit calculation. This information will detail the number of Members and contributions received, the insured premiums paid out, total Health Claims factoring in any reductions for claims above the pooling threshold, total Dental Claims paid,

STD claims, operating expenses, the monthly gain or loss, and the cumulative surplus or deficit from July 1, 2022.

The Employer shall contribute two hundred and thirty seven (\$237.00) dollars, plus any applicable taxes, per month, on behalf of each full-time bargaining unit employee who continues to work past age 65 and who has worked any part of the month.

(c) The Company shall forward all Trust Fund contributions monthly, together with a list of all eligible members being reported each month within 15 days of the end of the work month. The Union may file a grievance with the Employer if contributions are not remitted by the due date.

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

(e) **Applicable Taxes**

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

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

The Company shall continue welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Local 419 Benefits Programme Trust Fund for any member who is off work

due to non-compensable disability or a compensable disability or injury.

**(g) Extension of Benefits Due to Layoff**

The Company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Local 419 Benefits Programme Trust fund for any member who is laid off. Benefits will continue until the end of the month following such lay-off.

A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1.

**(h) Extension of Benefits for Working Members Age 65 and Over**

The Company will continue welfare benefits by remitting the contribution rate defined in this Collective Agreement under Article 21.01 (b) to the Teamsters Local 419 Benefits Programme Trust Fund for any Member age 65 and over who continues working. A general description of the benefits, terms and conditions, for information purposes only, for working members age 65 and over, are described in Schedule 2.

21.02 In order to be eligible for benefits, Members must be actively at work, members in good standing with the Union and have completed the probationary period with the employer. Each Member will be given a Member identification card and a benefit description outlining the benefits in further detail. In the case of a dispute, the actual terms and conditions under the group master Policy issued to the

Trustees of the Teamsters Local 419 Benefits Programme will prevail subject to any overriding government legislation.

All employees who have acquired seniority are entitled to participate in the Company Pension Plan.

The Company agrees to provide to the Union or their designate consultant, the following documents:

- Trust Agreement
- Plan Text and Amendments
- Actuarial Valuations and Cost Certificate to be prepared at least every three years.
- Audited Financial Statements as of December 31 and each subsequent year.

The Company Pension Booklet is to be reproduced following the collective agreement for information purposes only. The Pension Plan does not form part of the collective agreement and is not subject to grievance and arbitration procedures.

21.03 The Company shall provide employees who have completed their probationary period five (5) paid sick days in each calendar year on the following terms:

- (i) "Sick Day" as set out in this provision is defined as a personal sick leave day for the employee or where the employee is required to attend to a medical need of their spouse and/or immediate dependent. Such sick leave shall include any entitlements under the Ontario *Employment Standards Act*;
- (ii) Payment for such sick day(s) shall be at the rate of 100% of the employee's regular wages and any



unused sick day(s) shall be paid out at 100% of the employee's regular wages on the employee's last pay cheque before the Christmas Break;

- (iii) The sick day(s) pay-out shall be taxed at the employee's normal tax bracket rate.
- (iv) Sick days can be taken in half-day (1/2 day) increments; and
- (v) Sick leave entitlement for probationary employees will be pro-rated to the date on which they become a seniority employee.

21.04 The Company shall provide the Steward with a copy of the "Form 7" upon request.

## **ARTICLE 22 - HEALTH AND SAFETY**

22.01 (a) 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 safety rules and procedure;

(b) In pursuit of the foregoing, the Company shall establish a safety committee comprised of two (2) representatives of management and two (2) bargaining unit members, as per the Occupational Health and Safety Act.

(c) A copy of the Health and Safety Committee minutes will be posted and provided to the Stewards.

22.02 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.

22.03 The Company will provide uniforms, goggles and gloves to all employees as required which shall be replaced on the basis of normal wear and tear. The Company will be responsible for the cleaning of same.

22.04 Each seniority employee will receive an annual credit of \$200 (the "**Credit**"), inclusive of tax, for the purchase of C.S.A. approved protective safety footwear to be used while performing the duties of his/her job.

The employee will be provided the Credit once in any calendar year, commencing on January 1, 2023. In the event that an employee requires replacement protective footwear due to wear and tear, the employee may request an additional credit, which shall not be unreasonably withheld by the Company.

The credit must be used at a vendor safety shoe program, which will be designated by and implemented by the Company prior to January 1, 2023

## **ARTICLE 23 - BULLETIN BOARD**

23.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices. The parties agree that only notices that are signed by a Union official and approved by the Company will be posted on the bulletin board.

## **ARTICLE 24 - NOTICES**

24.01 Any notice in writing which either party gives to the other shall be by ordinary mail, postage prepaid, addressed as follows:

To the Company:

**Anixter Canada Inc.**

200 Foster Crescent  
Mississauga, Ontario  
L5R 3Y5

To the Union:

**Teamsters Local Union No. 419**

1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

24.02 Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after the date of mailing.

24.03 The Company or the Union may change its address for service of notice at anytime by notice as set out in Article 24.01.

**ARTICLE 25 - INTERPRETATION**

25.01 Unless otherwise state, the work "day" or "days" shall mean calendar day or days.

25.02 "Minister" means the Minister of Labour.

**ARTICLE 26 - DURATION**

26.01 This Agreement shall take effect on July 1, 2022 and shall continue in full force and effect until the 30th day of June, 2026, and shall continue automatically thereafter from year to year unless either party notifies the other in writing of its desire to amend the Agreement within the last ninety (90) days prior to the expiration date of the Agreement.

26.02 Negotiations shall commence as soon as possible following notice in writing as provided in Article 26.01 above.

26.03 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 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, R.S.O. 1980, c.228, have been completed, whichever is sooner.

**Ratified this 11<sup>th</sup> day of September, 2022.**

**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
UNION**

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**Nicole Weber**

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**Brandon Dawe  
Business Agent**

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**David Brady**

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**Jason Turnidge  
Union Steward**

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**Lorenzo Lisi**

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**Thiwanka Ariyaratna  
Union Steward**

## **APPENDIX A**

- A-1 Part-time employees, students, and employees of temporary agencies shall not be considered part of the bargaining unit.
- A-2 Part-time employees shall not be limited to twenty-four (24) hours of work per week.
- A-3 (a) Total part-time and temporary agency employees hours worked shall not exceed ten percent (10%) of the regular hours represented by the number of bargaining unit employees on the roster, and to replace full-time employees absent for any reason on a one-for-one basis.  
  
(b) The Company agrees to provide a list of part-time hours to the Stewards for each four (4) week reporting period.
- A-4 Students shall work to replace full-time employees on vacation on a one-for-one basis during summer vacation.
- A-5 Part-time employees and students shall pay an amount equivalent to union dues if they work more than eight (8) hours in a month.
- A-6 In the event a part-time employee who has worked one thousand (1,000) hours in the prior eight (8) months is hired to a full-time permanent position, the probationary period shall be waived.
- A-7 Part-time employees shall be given the opportunity to apply for any available full-time positions and shall be hired in order of most seniority, provided the senior part-time employee has the skill and ability to perform the work required, prior to such vacancy being filled by a new hire.

- A-8 Part-time employees shall receive the paid holidays listed in Article 19 of the Collective Agreement, all in accordance with the eligibility and payment criteria set out in the Employment Standards Act.
- A-9 Part-time employees shall be entitled to two (2) weeks' vacation and pay calculated as four per cent (4%) of wages, in accordance with the provisions of the Employment Standards Act.
- A-10 Part-time employees and students shall be granted the rest periods as set out in Article 17.01 (a) of this Agreement.
- A-11 (a) a part-time employee will be paid overtime on the basis of time and one half (1 1/2) of his hourly rate for all hours worked in excess of forty (40) hours in a week.
- (b) a part-time employee will be entitled to shift premiums on the same basis as is applicable to an employee covered under Article 20.03 in this Agreement.
- (c) a part-time seniority list shall be placed on the bulletin board and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union. In the event a student becomes a part-time employee, his name shall be placed on the seniority list as of the date of becoming a part-time employee but his hours shall continue for the purpose of the hours wage schedule.
- (d) a part-time or a student employee shall be entitled to file grievances according to the Grievance and Arbitration procedures as set out in this Collective Agreement regarding matters arising out of this Appendix.

- (e) 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-12 Part-time employees, temporary agency employees and students shall be paid a starting rate of \$2.00 below the General Warehouseman classification rate in Article 20.01 of this Agreement.

At three hundred (300) hours, the rate increases to \$1.70 below the General Warehouseman Classification rate.

At six hundred (600) hours the rate increases to \$1.40 below the General Warehouseman Classification rate.

At nine hundred (900) hours the rate increase to \$1.10 below the General Warehouseman Classification rate.

At twelve hundred (1,200) hours the rate increases to \$0.80 below the General Warehouseman Classification rate.

At fifteen hundred (1,500) hours the rate increases to \$0.50 below the General Warehouseman Classification rate.

## **SCHEDULE 1**

### **SUMMARY OF WELFARE BENEFITS - ANIXTER CANADA INC. TEAMSTERS LOCAL 419 BENEFITS PROGRAMME TRUST FUND.**

#### **Benefits for Full Time Bargaining Unit Employees**

**LIFE INSURANCE:** All Active Members are covered for Two times basic annual earnings rounded to the next higher \$1,000. Coverage reduces by 50% at age 65 and terminates at age 70 or retirement, if earlier.

**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 24 hours of age) is covered for \$5,000 of Life insurance. Dependent Life coverage terminates when the member's insurance coverage terminates.

**WEEKLY DISABILITY BENEFIT:** all eligible active members are covered for 67% of weekly earnings rounded to the next higher dollar, up to \$700 benefit maximum at start of disability. The waiting period is 7TH day for an accident, or an illness, however benefits are payable from the 1st day if you are hospitalized for at least 18 hours. Benefits are paid to a maximum of 26 weeks.

**LONG TERM DISABILITY BENEFIT:** all eligible active members are covered for 67% of monthly earnings rounded to the next higher dollar up to a maximum of \$7,650 per month. Benefits are



offset by the amounts you receive under WSIB only. The waiting period is 26 weeks from the date of disability. The benefit is payable to age 65. There is an all-source maximum which is 85% of your gross pre-disability earnings.

### **Benefits for Active Members and Eligible Dependents**

**Eligible Dependents** are defined in the master policies or plan documents 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.**

**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 or other health care practitioner who is entitled by law to prescribe them and are dispensed by a licensed pharmacist, physician or other health care practitioner authorized by provincial legislation to dispense them.

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.

You have the choice of purchasing drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy a list of pharmacies and their current dispensing fees is available. To access the list you should go to [www.manionwilkins.com](http://www.manionwilkins.com), then click on Claims and then click on Managed Health Care, choose your province, then your city and you will find the names and addresses of the pharmacies in your city indicating the maximum, minimum and average level of the dispensing fees charged. This list is updated on a quarterly basis. This information is also available by contacting the Plan Administrator's Contact Centre at 416-234-3511 or toll free at 1-866-532-8999. You will be given a Benefit Card (pay direct drug card). This Benefit Card will enable you (and your dependents) to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses.

Eligible expenses and exclusions are outlined in the Self Funded Plan document.

**Health Practitioners** charges, including x-ray charges (one x-ray per practitioner per covered person), are covered up to a calendar year maximum of \$1,500 per family per calendar year by a practitioner who is registered and legally practising within the scope of his or her license as:

- a chiropractor, chiropodist, podiatrist, osteopath, naturopath, occupational therapist, registered massage therapist, registered clinical psychologist, physiotherapist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.).

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

**Hearing aids** are payable up to \$500 every 5 consecutive years.

**OUT-OF-HOSPITAL NURSING** charges, paid at 100%, for private duty nursing care to a maximum of \$10,000 every year, by a registered nurse (R.N.), licensed practical nurse (L.P.N.), or 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 an R.N.

**VISIONCARE BENEFIT:** Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. 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 \$200.00 for persons under age 18, or \$200 in any 24 month period for persons over age 18. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime. Eye examinations are covered for individuals over age 20, but younger than age 65 up to \$80 every 2 calendar years.

The lifetime maximum for Extended Health Care coverage is \$1,000,000 per covered person.

**EMERGENCY OUT OF PROVINCE BENEFITS:** 100% for emergency medical, doctors' fees, hospital charges, etc. which are incurred anywhere outside your province of residence, over and above OHIP, up to a maximum of \$5,000,000 (per lifetime). Trips are limited to a maximum of 45 consecutive days.

**DENTAL BENEFITS:** The Plan provides dental benefits up to the current year's Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Major Dental Services are covered at 80%. The maximum amount payable for all Basic and Major services combined is \$2,000 in any one calendar year per covered person.

Orthodontic services are payable 50% of eligible expenses, subject to a maximum of \$2,000 per lifetime per dependent child. Coverage terminates at retirement.

### **Covered Charges**

Covered charges include the charges for needed dental care, services or supplies, as described below and received while the person is covered under this Plan, for either a disease or injury that is non-occupational.

### **BASIC SERVICES**

- Oral exams, including the scaling and cleaning of teeth, but not more than once every 6 months;
- Periodontal scaling and/or root planing (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride, but not more than once every 6 months;
- Dental x-rays, except that bitewing x-rays are limited to one set every 6 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;

- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards;
- Endodontic treatment, including root canal therapy

## **MAJOR SERVICES**

### **Dentures**

- First installation, including adjustments, of partial permanent or full temporary removable dentures to replace one 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 one or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and

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

### **Crowns and Bridgework**

- Inlays, onlay, gold fillings and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person is so 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 one 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 his or her license.

Charges for such care, services and supplies will be deemed to be Covered Charges 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 deemed to be Covered Charges.

### **Alternative Services**

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

### **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.

NOTE: This is a description of the covered benefits and not the policies. 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. If you have any questions about the Plan rules or provisions, or you would like to find out about any matter affecting your status in it, you should call or write to the Plan Administrator.

MANION, WILKINS & ASSOCIATES LTD.

500 - 21 Four Seasons Place, Etobicoke, Ontario M9B 0A5

Contact Centre: 416-234-3511

Toll Free: 1-866-532-8999 Fax Number: 416-234-2071



## **SCHEDULE 2**

### **SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS LOCAL 419 BENEFITS PROGRAMME TRUST FUND.**

#### **BENEFITS FOR RETIREE MEMBERS BENEFITS FOR RETIRED MEMBERS AND ELIGIBLE DEPENDENTS BENEFITS FOR MEMBERS WORKING PAST AGE 65 AND ELIGIBLE DEPENDENTS**

**Anixter Members Working Past Age 65:** In addition to the retiree benefits set out hereafter, employees working at age 65 and over are eligible to receive the following, which terminates at retirement or age 70, whichever occurs first.

- |   |                                   |
|---|-----------------------------------|
| - Life Insurance                        | - 1 X salary                      |
| - Dependent Life Insurance              | - Spouse \$5,000/Child<br>\$2,500 |
| - Accidental Death and<br>Dismemberment | - 1 X salary                      |

#### **Retiree Benefit Programme**

A member of a contributing employer may participate in the Teamsters Local 419 Retiree Programme provided the member has satisfied the eligibility provisions with a minimum of 5 years of continuous plan participation and is between age 60 and 65 at retirement. This monthly contribution is established by the Trustees and can be revised from time to time, as the Trustees deem necessary.

This Programme will be reviewed on an annual basis to ensure that the premiums are sufficient to cover the cost of the Health and Dental benefits provided to the retirees.

The retiring member must remit the monthly premium by the first day of the month. Failure to remit the premium in a timely manner will result in cancellation of the benefits.

Upon the death of the retired member, the spouse of the member will be entitled to coverage for a further 12 months following the member's death, provided the spouse pays the monthly premium.

Prior to retirement the member should contact Manion Wilkins and Associates Ltd. to arrange for the retiree benefits and provide payment for the first month's premium.

This Programme shall be administered by the Board of Trustees for the Teamsters Local 419 Benefit Programme Trust Fund.

### **Contributions**

Contributions are one hundred per cent (100%) Retiree-paid.

### **Applicable Taxes**

The member shall be responsible for any Provincial and/or Federal taxes that are due and payable on the Health and Dental contributions.

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

**EXTENDED HEALTH CARE PLAN:** Eligible expenses are covered at 100%. There is a deductible of \$25 single \$50 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.**

**PRESCRIPTION DRUG PLAN:** Eligible prescription drugs under the level 1 drugs (Ontario Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Ontario 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 or other health care practitioner who is entitled by law to prescribed them and are dispensed by a licensed pharmacist, physician or other health care practitioner authorized by provincial legislation to dispense them

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.

You have the choice of purchasing drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy a list of pharmacies and their current dispensing fees is available. To access the list you should go to [www.manionwilkins.com](http://www.manionwilkins.com), then click on Claims and then click on Managed Health Care, choose your province, then your city and you will find the names and addresses of the pharmacies in your city indicating the maximum, minimum and average level of the dispensing fees charged. This list is updated on a quarterly basis. This information is also available by contacting the Plan Administrator's Contact Centre at 416-234-3511 or toll free at 1-866-532-8999. You will be given a Benefit Card (pay direct drug card). This Benefit Card will enable you (and

your dependents) to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses.

Eligible expenses and exclusions are outlined in the Self Funded Plan document.

The lifetime maximum for Extended Health Care coverage is \$100,000, and an annual maximum of \$3,000 for drugs per covered person per year. In addition the following items 1 through 10 are subject to an overall lifetime maximum of \$10,000 per covered person:

1. **Health Practitioners** charges, including x-ray charges (one x-ray per practitioner per covered person), are covered up to a calendar year maximum of \$1,500 per family per calendar year by a practitioner who is registered and legally practising within the scope of his or her license as:
  - a chiropractor, chiropodist, podiatrist, osteopath, naturopath, occupational therapist, registered massage therapist, registered clinical psychologist, physiotherapist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.).

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

2. **Orthopedic shoes** (one pair per calendar year, maximum \$100)
3. **Artificial limbs, eyes, back and neck braces** \$750 per appliance, per lifetime
4. **Breast prosthesis** \$150 in any 5 year period.

5. **Ambulance**
6. **Hearing aids** \$400 per person per ear every 36 months. \$100 per calendar year for repairs. Purchase of batteries excluded.
7. **Dental Care for accidental injury**
8. **Assistive Devices Program** (ADP) coverage co-ordinated through the ADP program
9. **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.), licensed practical nurse (L.P.N.), or 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 an R.N.
10. **VISIONCARE BENEFIT:** Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. 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. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200

per lifetime. Eye examinations are covered up to \$80 every 2 calendar years, until you reach age 65

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

**EMERGENCY OUT OF PROVINCE BENEFITS:** 100% for emergency medical, doctors' fees, hospital charges, etc. which are incurred anywhere outside your province of residence, over and above OHIP, up to a maximum of \$5,000,000 (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 Services are covered at 100%. Major Services payable at 50% for dentures only. There is a deductible of \$25 single \$50 family. The maximum amount payable for all Basic and Major Services combined is \$1,000 in any one calendar year per covered person.

## **RETIREE DENTAL BENEFITS**

### **Covered Charges**

Covered charges include the charges for needed dental care, services or supplies, as described below and received while the person is covered under this Plan, for either a disease or injury that is non-occupational.

### **BASIC SERVICES**

- Oral exams, including the scaling and cleaning of teeth, but not more than once every 9 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);

- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride, but not more than once every 9 months;
- Dental x-rays, except that bitewing 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 in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards;
- Endodontic treatment, including root canal therapy.

## **MAJOR SERVICES**

### **Dentures**

- First installation, including adjustments, of partial permanent or full temporary removable dentures to replace one 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 one or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
  - addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is covered.

### **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 his or her license.

Charges for such care, services and supplies will be deemed to be Covered Charges 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 deemed to be Covered Charges.

### **Alternative Services**

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

### **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.

NOTE: This is a description of the covered benefits and not the policies. 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. If you have any questions about the Plan rules or provisions, or you would like to find out about any matter affecting your status in it, you should call or write to the Plan Administrator.

**MANION, WILKINS & ASSOCIATES LTD.**  
**500 - 21 Four Seasons Place, Etobicoke, Ontario M9B 0A5**  
**Contact Centre: 416-234-3511**  
**Toll Free: 1-866-532-8999 Fax Number: 416-234-2071**

## **Letter of Understanding**

**Between**

**Anixter Inc.**

**-and-**

**Teamsters Local Union No. 419**

### **Re: Lay Off Due To Closure of Facility**

An employee who is permanently laid off as a result of the closure of the facility, shall be entitled to the following, subject to the terms and conditions set out herein:

1. A payment of two (2) weeks per completed year of service, plus pro-rated service for incomplete years, to a maximum of thirty-five (35) weeks (the "**Payment**");
2. The Payment will be less any deductions required by law and is inclusive of and not in addition to the employee's entitlement to statutory severance pay under the Ontario *Employment Standards Act* (the "**ESA**");
3. For employees who wish to remain on the Company recall list, the Payment will be placed in trust as set out in the ESA until the earlier of the period of recall rights of twelve (12) months as set out in Article 10 (e) of the Collective Agreement, or the date on which the employee elects in writing to the Company their decision to be abandon their recall rights under the Collective Agreement.

- An employee shall not be entitled to the Payment:
  - Where the employee resigns prior to the closure of the facility
  - Where the employee is terminated for "cause" prior to the closure of the facility, subject to payment of any entitlement to severance pay under the ESA
  - Where the employee retires from his/her employment with the Company prior to the closure of the facility

**Ratified this 11<sup>th</sup> day of September, 2022.**

**ON BEHALF OF THE  
COMPANY**

**ON BEHALF OF THE  
UNION**

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**Nicole Weber**

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**Brandon Dawe  
Business Agent**

---

**David Brady**

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**Jason Turnidge  
Union Steward**

---

**Lorenzo Lisi**

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**Thiwanka Ariyaratna  
Union Steward**

# 2022

## January

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
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30	31					

## February

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## March

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## April

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## May

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## June

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## July

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31						

## August

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28	29	30	31			

## September

S	M	T	W	T	F	S
				1	2	3
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25	26	27	28	29	30	

## October

S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30	31					

## November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

# 2023

## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# 2024

## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

## March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2025

## January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



# 2026

## January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

## March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_

## **Teamsters Local Union No. 419**

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