



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

And

ARAMARK Canada Ltd.,
Refreshment Services, Coffee Division
(hereinafter referred to as the "Company")

December 2, 2022 to January 27, 2025



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.

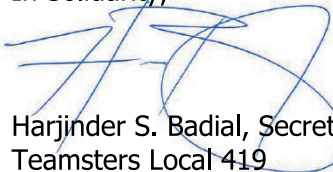
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
ARAMARK Canada Ltd., Refreshment Services, Coffee Division**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

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



“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 interest of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

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

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

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

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

3) Union representation is a fundamental right:

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

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.
- 1.02 The parties are agreed that in accordance with the general purpose of this Agreement, it is mutually advantageous that the Company operates in an efficient and profitable manner under methods which will further to the fullest extend possible the level of service to the client, the economy of operation, the quality and quantity of output, the cleanliness of the premises and the protection of property.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- a) Maintain order, efficiency and discipline;
 - b) Hire, retire, discharge, transfer, classify, promote, demote or discipline employees provided a claim

that a non-probationary employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- c) Generally to manage the industrial enterprise in which the company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating and control of materials or goods to be used;
- d) Make and alter from time to time reasonable rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 3 – SCOPE AND RECOGNITION

3.01 The Company agrees to recognize the Union as the bargaining agent for all employees of ARAMARK Canada Ltd., Refreshment Services, Coffee Division in the Municipality of Metropolitan Toronto, save and except supervisors, those above the rank of supervisor, office and sales staff.

3.02 This Agreement shall not be construed to extend to or to effect in any way any other phase of the company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in this Article and Schedule "A" and shall not be construed to

include any other employees of the Company in any of the Company's other divisions, branches or components.

3.03 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried on at the premises of the Company except as specifically authorized by the provisions of this Agreement.

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

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 first week of work
with their first Dues payment.

- 4.03 The Company agrees to deduct Union initiation fees and monthly dues as specified in writing by the Union from the first pay cheque of each month of each eligible employee and remit monthly the monies so deducted 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 initiation fees and/or dues, and such notification shall be the Company's authority to make the deductions specified.
- 4.04 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.05 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 4.06 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's billing statement showing the following information from whose pay deductions have been made. The Secretary-Treasurer of the Union will notify the Company in writing of any change in the amount of Union dues and such notification will be the Company's authorization to make the deductions specified.

- (a) Twelve (12) check offs per year (calendar month.
- (b) Monthly: Addresses to be updated as well as name changes i.e. marriage, and terminations or resignations to be clearly identified.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the Labour Relations Act, R.S.O. 1980, as amended.
- 5.02 It is further agreed that during the term of this Agreement or beyond the termination hereof or beyond the termination date of any extension thereof, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike or work stoppage subject to the provisions for the Ontario Labour Relations Act.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Union may elect or otherwise appoint one Steward for the purpose of assisting employees in presenting grievances to the Company as set forth in this agreement.
- 6.02 The Union shall keep the Company notified in writing of the name of the Steward and the Business Agent and the effective date of their appointment. The Company shall not be required to recognize a Steward or

Committeeman until so notified in writing of his election or appointment.

6.03 No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in Article 2 hereof.

6.04 It is agreed that the Steward shall continue to perform his regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, he will not leave his work without first obtaining permission from his Supervisor or his designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during a shift when there is no supervision, the union agrees that the Steward will not abuse his privilege under this paragraph, by absenting himself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.

It is agreed that the Steward will not absent himself from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for this undertaking, the Company will compensate the Steward at his regular straight time hourly rate for time spent during his regular working hours for such purposes, provided the procedure set out above is followed. The Company reserves the right to limit the time spent in the servicing of a grievance if it deems the time taken to **be** excessive. This section is not to

be interpreted in such a manner as to disqualify the Steward from premium rates if he is so entitled.

- 6.05 The parties agree that where possible the Steward will conduct Union business, other than grievances, after working hours so as to minimize disruption to the workplace.
- 6.06 There will be no intimidate, interference, restraint or coercion exercised or practiced upon employees of the Company by the members or representatives of the Union.
- 6.07 The Company will recognize a Union negotiating committee of not more than one (1) employee. The Company agrees to pay the member of the Bargaining Committee for time lost from regular hours at their regular straight time rate for negotiating meetings with the Company, up to the point in time a work stoppage occurs.
- 6.08 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission is not to be unreasonably withheld. Such visits will be timed to cause as little disruption as possible to the normal conduct of the Company's business.
- 6.09 The Company agrees to recognize one (1) alternate Steward who may act in place of the regular Steward if

the regular Steward is absent from work. The Company shall be advised in writing of the name of the alternate Steward and shall not be required to recognize same until so advised.

6.10 Stewards' Representation

Any notice of disciplinary action that is intended to form part of an employee's employment record shall be given, in the presences of a Union Steward or Union designate.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES

Grievance Procedure

7.01 If an employee has a complaint arising out of the administration of this Agreement, he shall first discuss it with his supervisor. If the employee is not satisfied following this discussion, he shall then file a written grievance at Step 1 of the grievance procedure. Such grievance must be made within five (5) days of the incident giving rise to the alleged contravention of the Agreement. This time limit may be extended in accordance with Article 7.11.

7.02 The grievance procedure shall be as follows:

Step 1

The employee's written grievance must be submitted within five (5) working days of the incident giving rise

to the alleged contravention and specify the issues and section(s) of the Agreement alleged to have been violated. The Supervisor shall provide a written response to the grievance within five (5) working days of receipt of the grievance at Step 1.

Step 2

If the grievance is not settled at Step 1, the Union must submit the grievance to the Division Manager or his designate within five (5) working days of the Step 1 reply. A meeting shall be held between the Company, the Union and the grievor within five (5) working days or at a time mutually agreed upon by the parties. Following the meeting, the Company shall give a written response to the Union within five (5) working days.

7.03 In the event that a grievance is not settled by the procedure outlined in Article 7, it may be submitted to arbitration provided notification of this intent is given in writing to the other party within fifteen (15) working days following the meeting at Step 2, or such longer period as may be agreed upon.

7.04 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Company's representative fails to give his written answer within the time limits therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be

considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may, with the prior agreement of the other party, extend the time limits set out in the grievance procedure.

- 7.05 Any grievance concerning or affecting a group of employees and any grievance arising directly between the Company and the Union shall be presented in writing within ten (10) working days from the date of its occurrence and will be processed commencing at Step 2 of the procedure.
- 7.06 The Company and the Union agree that the decision whether to dismiss a probationary employee is at the sole discretion of the Company. The Company and the Union further agree that probationary employees shall not have access to the grievance and/or arbitration provisions except for claims arising out of Human Rights.
- 7.07 If a non-probationary employee is dismissed or suspended, the Steward or Business Agent shall receive a copy of the disciplinary letter. If the action is to be grieved, the grievance must be filed within five (5) working days following the action. The grievance will commence at Step 2. When a suspension or discharge is involved and if requested by the employee affected, the Union Steward shall be called in to be present at the interview between the employee and the management representative. When a suspension or discharge is involved, the Union Steward or designate shall be called in to be present at the meeting between the employee and the management representative.

- 7.08 The Company will arrange for the time and place for grievance meetings and time necessarily spent by the employee Union representatives and aggrieved employees in processing grievances at Step 1 or Step 2 during their normal working hours will be considered as time worked, provided this benefit is not abused.
- 7.09 All decisions arrived at between the representatives of the Union and the company shall be final and binding on that particular grievance upon the Company, the Union and the employee or employees concerned.

Arbitrations

- 7.10 Whenever either party to this Agreement submits a grievance to arbitration, written notice shall be given to the other party by appointing its nominee. Within fourteen (14) days after the receipt of such notice, the other party shall appoint a nominee in writing. If the second party does not appoint a nominee within the time limit or such longer period as may be agreed upon, the Minister of Labour for the Province of Ontario will be requested to appoint such a nominee. The nominees shall, within fourteen (14) days, appoint a third person who shall be chairman of the arbitration board. If the two appointees fail to agree upon a chairman within the time limit or such longer period as may be mutually agreed upon, Minister of Labour for the Province of Ontario will be requested to appoint such a chairman.
- Notwithstanding the foregoing, the parties may agree to the appointment of a single arbitrator with the same powers as an arbitration board. In such cases, the

party referring the grievance to arbitration shall, instead of submitting the name of its nominee, submit the names of arbitrators it wishes to suggest to the other party. If agreement cannot be reached on the appointment of a single arbitrator within fourteen (14) days or such longer period as may be mutually agreed upon, the arbitration board will be appointed in accordance with the provisions set out above with a compensating adjustment in initial time limit.

- 7.11 The time limits referred to in this Article may be extended by mutual agreement between the parties.
- 7.12 When the chairman has selected a date, it is the sole responsibility of the respective parties to this Agreement to have their board member at the hearing. Should one or both parties' board members fail to show up, then the case will be heard by those members of the board who are in attendance along with the Chairman.
- 7.13 The decision of a majority of the board of arbitration, or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto.
- 7.14 Both parties will jointly bear the expenses of the Chairman of the arbitration board.
- 7.15 The arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Collective Agreement.

- 7.16 No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.
- 7.17 The arbitrator or board of arbitration may alter any penalty which he finds excessive and his decision shall be final and binding upon all the parties to the arbitration.
- 7.18 The parties agree the Company will remove all discipline from the employee's personnel record, provided that:
- (a) No discipline is received for a period of Twelve (12) months
 - (b) The misconduct giving rise to the discipline did not involve a violation of law

ARTICLE 8 – SENIORITY

- 8.01 Seniority shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated. An employee's seniority shall be that period of continuous service in the bargaining unit from the last date of hire with the Company.
- 8.02 An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of sixty (60) worked days in a six (6) month period. Should an employee be absent from work during the probationary period, the probationary

period will be extended by the number of working days the employee was absent from work.

8.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- a) by voluntarily leaving the employ of the Company
- b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this Agreement;
- c) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report to work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last know address on file with the Company. When work of a temporary nature of a continuous two (2) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement. Temporary recalls may be conducted by telephone and the Company shall confirm said calls with the Steward.
- d) If an employee overstays a leave of absence granted by the company without securing an

extension in writing of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company by telephone or fax and registered mail/courier of the circumstances and probable return date;

- e) Utilizes a leave of absence for purpose other than those for which the leave of absence was granted;
- f) If an employee is absent from work for more than three (3) working days without notifying the company and providing a reasonable explanation for this absence, unless the failure to notify the Company is due to circumstance beyond the employee's reasonable control;
- g) If a seniority employee is laid off and not recalled within **twenty-four (24)** months from the date of lay-off or the length of their seniority, whichever is the lesser;
- h) If an employee is absent due to non-occupational illness or accident for a period of thirty-six (36) months from the date the accident occurred or the illness commenced. Both parties agree that this clause will be interpreted in a manner consistent with the Ontario Human Rights Code as amended from time to time;
- i) If an employee is absent due to occupational illness or accident for a period of thirty-six (36) months from the date the accident occurred or the

illness commenced. Both parties agree that this clause will be interpreted in a manner consistent with the Ontario Human rights code as amended from time to time;

j) If an employee is retired in accordance with company policy.

8.04 Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority.

8.05 Seniority and ability to perform the work required shall be the governing factors in temporary assignments between classifications.

8.06 If an employee is transferred from one classification to another, there shall be no loss of seniority.

8.07 A 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.

8.08 It shall be the duty of the employee to notify the Company promptly of any change in address. If the employee fails to do so, the Company shall not be held responsible for failure of notice to reach said employee.

ARTICLE 9 – JOB POSTING

9.01 The Company shall post notice of the initial permanent job vacancy within the bargaining unit for five (5) working days and any successful candidate shall be

moved to his new position as soon as it is practical to do so.

- 9.02 The basis the Company shall use in selecting the successful candidate is qualifications, competency and ability to perform the position. When two (2) or more employees have equal qualifications, competency and ability to perform the position, then seniority will be the governing factor in making the selection.
- 9.03 The successful candidate will, for a period of one (1) week from commencement of his new position, be on a trial period. During the trial period the employee may elect to return to his former position, provided it still exists, and any employee transferred as a result of the posting shall be moved to their former positions provided it still exists. If the successful candidate elects to return to his former position, the Company shall not be required to repost the vacancy. The Company will offer a transfer to any unsuccessful applicants who meet the requirements set out in Article 9.02 by seniority. If there are no unsuccessful applicants or if none of the unsuccessful applicants who meet the requirements of Article 9.02 accept the transfer, then the Company may fill the vacancy in its discretion.
- 9.04 An employee temporarily transferred, by the Company, to another classification will receive his normal straight time hourly rate of pay or the rate for the other classification, whichever is the greater, for time spent performing work in the other classification.

- 9.05 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to be downgraded, he shall be paid the rate for the classification to which he is downgraded.
- 9.06 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid.
- 9.07 Any job which is vacant because of illness, accident, vacation or leave of absence shall not be deemed to be vacant for the purpose of this Article.
- 9.08 When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classification in which they are working.

ARTICLE 10 – LAY-OFF AND RECALL

- 10.01 In the event of a reduction in the workforce, employees shall exercise their seniority to displace the most junior employee in the following fashion:

Step 1

The employee shall displace the most junior employee in their classification providing he is qualified, competent, and able to perform the work available.

Step 2

The employee shall exercise his seniority to displace the most junior employee in the bargaining unit providing

he is qualified, competent and able to perform the available work.

- 10.02 Recall of employee(s) on lay-off shall be in the inverse order of lay-off provided the employee(s) being recalled is (are) qualified, competent and able to perform the work available.
- 10.03 Where a lay-off is of a temporary nature not to exceed five (5) working days, Step 1 of Article 10.01 shall be omitted.
- 10.04 Seniority employees on lay-off will be recalled for temporary work prior to the Company using casual employees. This shall not prevent the Company from using casual employees while complying with the recall provisions.
- 10.05 In the event that no employees, recalled in accordance with Article 10.02 accept the recall, the Company may use casual employees, failing which the Company may have the work completed by whatever means it deems appropriate.
- 10.06 Notwithstanding their seniority status, the Steward will remain at work so long as there is work available which he is qualified and competent to perform.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Personal Leave

The Company may, in its sole discretion, authorize a leave of absence without pay and benefits.

An employee who wishes a leave of absence for legitimate reasons shall make such request in writing to his supervisor at least ten (10) working days prior to the proposed commencement date of such leave of absence. The employee's request shall contain:

- a) his reason(s) for the proposed absence;
- b) the commencement date of the proposed leave of absence;
- c) the length of the proposed leave of absence.

Permission for a leave of absence will not be unreasonably withheld.

11.02 Bereavement Leave

Bereavement leave, when granted, will be paid at the regular straight-time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed three (3) consecutive days to attend the funeral of his or her immediate family. This period may be extended by up to three (3) days' leave without pay if reasonable justification is provided to the company.

Immediate family shall mean the employee's spouse and the employee's or spouse's parent, child, grandparent, brother, sister, step parent, step child, grandchild, parent in law.

In order to qualify for bereavement leave pay, an employee must substantiate to the Company's satisfaction his claim for the entitlement under this Article.

11.03 Jury Duty

An employee who is required for jury duty may receive compensation from the Company of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses, provided that the employee:

- i) notifies the Company immediately of the employee's notification that he will be required to attend court; and
- ii) present proof of service requiring the employee's attendance; and
- iii) presents proof of the amount of pay received for such service.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Any hours worked by an employee after forty (40) hours per week will be compensated at the rate of time and one-half (1 ½) his regular straight-time hourly rate. **Further any paid time, such as sick days,**

statutory holidays, etc. will be considered as worked hours.

- 12.02 The Company maintains the right to schedule shifts in accordance with work requirements.
- 12.03 All employees who work in excess of five (5) consecutive hours in a shift will take a one-half (1/2) hour unpaid lunch break. Such lunch break will be scheduled, where possible, so that the services of the Company will not be unduly affected.
- 12.04 All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours, he shall be entitled to a second, additional, fifteen (15) minute paid break after lunch.
- 12.05 The Company and the Union jointly recognize that it is the responsibility of each employee to be regular in his attendance at work so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to other employees.
- 12.06 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible and in any event not later than one (1) hour before commencement of the shift he was due to report for.

When notifying the Company of absence, an employee must give an estimated date of return. If later he is

unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

The Company reserves the right to demand medical evidence of the employee's condition and at the Company's option to send the employee for a second medical opinion, from a physician selected by the Company at the Company's cost.

12.07 Call-back pay:

An employee who is recalled to work having completed his regular day's work shall be guaranteed four (4) hours pay at time and one half (1.5X) his regular hourly rate.

ARTICLE 13 – HOLIDAYS

13.01 Each employee who is not required to work on any of the following days shall receive a normal day's payment at his regular straight-time hourly rate for the celebration of the holidays listed hereunder, provided the employee works his complete shift on both the last and first scheduled day immediately before and after the holiday respectively:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 13.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one-half (1.5X) their regular straight-time hourly rate for the hours they work on the holiday.
- 13.03 Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive his holiday pay.
- 13.04 In no event will an employee who has been laid off for lack of work receive payment for any holiday which occurs during the period of lay-off.
- 13.05 Payment for the holiday will be made only if the employee works their last scheduled shift preceding, and their last scheduled shift immediately succeeding the day on which the holiday is observed by the Company. If the employee is absent for one (1) or both of the qualifying work days referred to above due to verified illness, death in his/her immediate family, jury duty, or because he/she has received prior or subsequent permission from the Company to be absent, the holiday will be paid.
- 13.06 In no event will an employee required to work on a paid holiday who does not report for and perform the work receive pay for the holiday, as outlined in Article 13.05.

ARTICLE 14 – VACATIONS

14.01 Employees shall receive an annual vacation with pay according to their length of service with the Company as of July 1 of each year as follows:

One (1) year of service	3 weeks' vacation = 6% of wages
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Five (5) years of service	4 weeks' vacation = 8% of wages
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Ten (10) years of service	5 weeks' vacation = 10% of wages
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Fifteen (15) years of service	6 weeks' vacation = 12% of wages
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All submissions for vacations shall be made in writing, on forms supplied by the Company, before May 15 for the following calendar year. These applications will be processed and approved subject to seniority provisions and posted by June 20. These approvals cannot be changed without the consent of the affected employees. Any changes to the aforementioned vacation requests must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of the request, in writing, subject to operational requirements. A vacation booking schedule will be posted at all times.

14.02 The rate of vacation pay as referred to in Article 14.01 shall be calculated as follows:

One (1) year of service

4% of wages earned in the period from the preceding July 1 to June 30. Wages shall not include previously paid vacation pay.

Five (5) years of service

6% of wages earned in the period from the preceding July 1 to June 30. Wages shall not include any previously paid vacation pay.

Ten (10) years of service

8% of wages earned in the period from the preceding July 1 to June 30. Wages shall not include previously paid vacation pay.

Fifteen (15) years of service

10% of wages earned in the period from the preceding July 1 to June 30. Wages shall not include previously paid vacation pay.

- 14.03 The vacation year will be based on service as of July 1 of the year in which the vacation is taken for purposes of calculating time off entitlement.
- 14.04 An employee who was absent from work during the vacation year on short term disability, workers' compensation or any unpaid leave of absence shall receive vacation pay proportionately less than a normal entitlement.
- 14.05 Any employee who was prevented from taking his vacation during the vacation year due to illness or accident and who will not return to work by the end of the vacation year shall, upon his giving the company thirty (30) days' notice if possible, receive his vacation pay not later than June 30.

- 14.06 An employee leaving on vacation will receive his vacation pay together with his regular pay on the payroll prior to the employee's scheduled vacation. Where the employee does not provide sufficient notice of vacation, this clause shall not apply.
- 14.07 Employees requesting to take vacation in increments of days shall provide the Company with seven (7) days written notice. Employees may request to take up to one (1) week of vacation in increments of days, agreed to by mutual consent between the employee and the Company.
- 14.08 The Company will post the vacation schedule annually.

ARTICLE 15 - HEALTH & SAFETY

- 15.01 The Company agrees to make responsible provisions for the safety and health of the employees. Unsafe practices and devices shall be reported to the Company and the necessary precautions to eliminate such hazards will be taken.
- 15.02 The parties agree to adhere to the provisions of the Provincial Occupational Health and Safety Act and related Provincial Regulations as amended from time to time.

ARTICLE 16 – WAGE RATES AND CLASSIFICATIONS

16.01 RSR Wages

Each employee employed as of the date of ratification will receive a signing bonus of one hundred and fifty (\$150.00) dollars, less statutory deductions.

RSR's will be compensated on the following basis:

1. Newly hired RSR's shall be paid the current Ontario minimum wage per hour for all hours worked during their training period and shall not be entitled to commission.
2. RSR's who have completed their training period shall receive a base salary of two hundred and eighty-five (\$285.00) dollars per week. Retroactive to January 28, 2017.
3. Effective January 28, 2018 the base salary shall be increased to two hundred and ninety (\$290.00) dollars per week.
4. Effective January 28, 2019 the base salary shall be increased to three hundred (\$300.00) dollars per week; and shall receive commissions based on the following basis:

Weekly Route Sales	Commission Paid
For the first \$10,000.00	4%
Any additional amount	5%

For clarity the commission payable under this provision is incremental.

Commission sales shall be calculated as net sales multiplied by the applicable percentage. Net sales include sales generated from a salty snack machine or drink machine. This shall not include sales that are generated from and are the property of ARAMARK clients.

The parties agree that for the term of the collective agreement the company will maintain the three (3) RSR's routes which will allow the RSR's to continue to achieve (or try to achieve) 75% of their commission earnings pre-pandemic. The parties recognize that the 75% number is a flexible number which will be depended on the sales from the RSR routes. However, the Company will not willfully open an additional route if it will detract from the commission sales of the three (2) RSRs below 75% of commission sales pre pandemic.

16.02 Service Technicians and Warehouse Attendants:

(a) Service Technicians

Effective date of ratification	\$24.50
Effective January 28, 2023	\$25.00
Effective January 28, 2024	\$26.00

(b) Warehouse/Jumper Attendants

Effective date of ratification	\$23.00
Effective January 28, 2023	\$23.50
Effective January 28, 2024	\$24.00

16.03 Each employee will have their own binder assigned to him in which the Company shall place weekly RSR reports for their review. The binders shall be kept in an area accessible to the employee.

16.04 Sick Leave

Should an employee, who has completed his probationary period, be sick and unable to work, his sick pay shall be based on his regular hourly rate. RSR's will be paid at the rate of \$18.00 per hour effective date of ratification.

Employees, who have completed their probationary period, will receive:

Current: Eight (8) paid sick days

16.05 Public Holiday Pay

A regular day's pay for the purposes of calculating holiday pay shall be based on his regular hourly rate. RSR's will be paid at the rate of \$18.00 per hour effective date of ratification.

16.06 Route Distribution

The Company reserves the right to reorganize the routes ongoingly in accordance with operational requirements. However, the Company will endeavour to equalize routes in so far as possible subject to the needs of the business. Furthermore, the Company agrees to inform the RSR's two (2) weeks prior to implementing any route changes.

ARTICLE 17 – LABOUR/MANAGEMENT MEETINGS

17.01 The Company and the Union agree to meet at least every three (3) months, for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. The general guidelines for such meetings are as follows:

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis

of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

Purpose and Commitment:

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

Structure of Committee:

For the Company

Two (2) members

For the Union

Two (2) members

Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually

agreed upon.

Protected Environment:

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

Agenda:

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

Method of Keeping Minutes:

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

Chair Responsibility:

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

ARTICLE 18 – GENERAL

- 18.01 The Company agrees to provide sufficient space on the bulletin board for the posting of Union notices. All notices shall require approval by the company prior to posting.

- 18.02 If an employee is injured on the job and is sent home or to a hospital on the instructions of the Company, he shall suffer no loss of earnings for the balance of his regular shift on that day.
- 18.03 The Company will supply any tools necessary to perform an employee's job.
- 18.04 The Company will continue its current practice of paying a safe driving bonus to RSRs and Service Technicians.
- 18.05 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, in accordance with the provisions of the Human Rights Code of Ontario, as amended from time to time.

ARTICLE 19 – DURATION OF AGREEMENT

- 19.01 Unless changed by mutual consent in writing, the terms of this Agreement shall continue in effect from **December 2, 2022 until January 27, 2025** and shall continue automatically thereafter for annual periods on one year unless either party notifies the other in writing, by registered mail, not more than ninety (90) days or less than thirty (30) days from the expiry date of this Agreement, of termination of, or proposed revision of, this Agreement.

- 19.02 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 effect until a new Agreement is reached by the parties, or until Conciliation proceedings prescribed at law have been completed, whichever date shall first occur.
- 19.03 This agreement constitutes the entire Agreement between the parties and supercedes and replaces all Agreements, memorandums and practices both written and oral.

Ratified this 2nd day of December, 2022.

FOR THE COMPANY

FOR THE UNION

Martin Campeau

Michael Hinde

Paul Smith

Harjinder S. Badial

LETTER OF UNDERSTANDING #1
BETWEEN
ARAMARK CANADA LTD., TORONTO OFFICE COFFEE
AND
TEAMSTERS LOCAL UNION NO. 419

The Company agrees that it will not hire more than two (2) students to work between May 1 and the Sunday following Labour Day weekend, unless mutually agreed to by the parties.

The parties agree that students shall:

- a) have Union dues deducted pursuant to the Collective Agreement, except that they shall not pay initiation fees;
- b) be paid the current Ontario Minimum wage and receive vacation pay as determined under the Employment Standards Act;
- c) receive statutory holidays as determined under the Employment Standards Act;
- d) receive overtime pay as determined under the Employment Standards Act; and
- e) not be eligible to participate in any benefit program.

Ratified this 2nd day of December, 2022.

FOR THE COMPANY

FOR THE UNION

Martin Campeau

Michael Hinde

Paul Smith

Harjinder S. Badial

LETTER OF UNDERSTANDING #2
BETWEEN
ARAMARK CANADA LTD., TORONTO OFFICE COFFEE
AND
TEAMSTERS LOCAL UNION NO. 419

In the event that the Company elects to make changes to the qualifications for the Service Technician position, the Company will:

1. Grandfather the existing Service Technicians with respect to the new classifications; or
2. Train the service technicians on any new requirements. Such training will be paid fully by the Company.
3. In the event the employee does not successfully complete the requirements, he may exercise his seniority under Article 10.01, Step 2.

This Letter of Understanding will not apply to normal/regular/training requirements associated with the Service Technician position. The Letter is intended to address new qualifications the Company may impose under Articles 9.02, 10.01 or 10.02.

Ratified this 2nd day of December, 2022.

FOR THE COMPANY

FOR THE UNION

Martin Campeau

Michael Hinde

Paul Smith

Harjinder S. Badial

/jq

LETTER OF UNDERSTANDING #3
BETWEEN
ARAMARK CANADA LTD., TORONTO OFFICE COFFEE
AND
TEAMSTERS LOCAL UNION NO. 419
UNIFORM POLICY

1. Aramark Refreshment Services' reputation as a leader in the coffee service industry is dependent in part upon its image. A Company uniform projects a positive image to clients, customers, and the general public. In consideration of this, the Company has developed a uniform policy which applies to all employees employed in Toronto's Coffee Division.
2. All employees must wear the Company uniform while at work.

The Company shall provide each employee with the following:

- Two (2) jackets
- Four (4) pairs of trousers
- Three(3) pairs of shorts (if requested)
- Seven (7) shirts; must have at least one long-sleeved and one short-sleeved
- One four season jacket

Shirts must be tucked into pants and must be properly buttoned at all times.

All uniforms shall remain the property of the Company and must be returned should the employee leave the employ of the Company.

3. All hats worn must have the Company ARAMARK logo. ARAMARK hats must be worn with the peak to the front only.
4. The Company approved footwear shall consist of black leather soled CSA approved footwear. Effective the date of ratification the Company agrees to pay the cost of these CSA approved shoes/boots up to a maximum of one-hundred and seventy-five (\$175.00) dollars, once per calendar year, upon receipt of proof of purchase. All shoes or boots must be worn in a good state of repair and must be kept clean and polished at all times.
5. Shorts may be worn in warm weather and must be approved by a supervisor prior to their being worn.

Shorts must be of Bermuda length (to the knee) and must be worn with grey socks which cover the calf. They must be grey in colour and match the uniform.

6. Employees shall be responsible for the maintenance and cleaning of their uniforms.
7. All employees are required to adhere to the Uniform Policy. Failure to do so may result in disciplinary action.

Ratified this 2nd day of December, 2022.

FOR THE COMPANY

FOR THE UNION

Martin Campeau

Michael Hinde

Paul Smith

Harjinder S. Badial

LETTER OF UNDERSTANDING #4
BETWEEN
ARAMARK CANADA LTD., TORONTO OFFICE COFFEE
AND
TEAMSTERS LOCAL UNION NO. 419
VACATION

The Company and the Union agree that vacations will be based on the years of service of an employee as of July 1st of the year, regardless of classification, as specified in Article 14.03. The Company will allow a minimum of two employees off in one week increments. Further the Company and the Union agree to meet the last week of June to review the vacation schedule.

Ratified this 2nd day of December, 2022.

FOR THE COMPANY

FOR THE UNION

Martin Campeau

Michael Hinde

Paul Smith

Harjinder S. Badial

/jq

SCHEDULE "A"

HEALTH AND WELFARE AND PENSION

A-1 Benefits

The Company agrees to provide a share of the premiums as outlined below and pay its share of the premiums as outlined, provided the balance of the monthly premium is paid by participating employees through payroll deductions:

i) Group Insurance:

Company to pay 100% of the billed premium for:

\$10,000 Life Insurance

\$10,000 Accidental Death & Dismemberment

ii) Major Medical:

Company to pay 100% of the billed premium.

Effective Ratification Vision Care of \$350.00 every 24 months;

Drug Card

No deductible Effective July 20, 2011

iii) Dental Plan:

Company to pay 100% of the billed premium for:

Basic Dental Plan - 100% reimbursement

Major Dental Plan – 50% reimbursement

Current O.D.A. Schedule

Maximum \$1,500 per person per calendar year

Effective January 01, 2018 Combined Annual
Maximum of Basic and Major the maximum shall
be increased to \$2,500/person per calendar year

Orthodontics for dependent children up until age
19 (to a lifetime maximum of \$2,000) per
dependent at 50% reimbursement

iv) Short Term Disability

The Company will provide a 1 – 8 – 15 Short Term
Disability Plan for eligible employees. The Plan will
provide weekly benefits equivalent to those provided by
the Employment Insurance Commission.

v) Eligibility

In order to be eligible for benefits under this Schedule
employees must:

- i) be regularly scheduled for twenty-four (24) hours
per week or more and;
- ii) have completed their probationary period as set
out in Article 8.02.

This schedule shall be read subject to the terms and
conditions of the contract between the Company and its
carrier.

Any premium reduction and/or elimination shall remain
the sole property of the Company.

- vi) Paramedical: Effective January 1, 2018: Massage therapy \$400 per year.

A-2 Pension

Effective July 1, 2017 the Company shall contribute one hundred and forty (\$140.00) dollars per month into Teamsters Defined Contribution Pension Plan as directed by the trustees of the plan.

Effective January 28, 2018 the contribution will be increased to one hundred and fifty (\$150) dollars per month.

Effective January 28, 2019 the contribution will be increased to one hundred and sixty-five (\$165.00) dollars per month.

The Company agrees to include details of the aforementioned pension plan in the collective agreement for "information purposes only".

It is understood and agreed that the Company fulfills its obligations by making the contributions referred to herein to the said Pension Plan. In all respects the benefits shall be administered in accordance with the rules and regulations of the Pension Plan and without limitation the obligation of the Company shall in no manner whatsoever extend to the performance of the obligations under the said Pension Plan.

SCHEDULE "B"

Summary of Pension Plan

PENSION TRUST FUND:

The Teamsters Pension Trust Fund was established for the sole purpose of providing pension benefits to eligible Plan Members. The Trust Fund operates independently of the employer(s) and the union and is governed by a Board of Trustees.

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

Money Purchase or Defined contribution Plan:

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

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Member's account and invested by (a) professional investment manager(s) as selected by each member.

- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

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

The employees will be provided with sufficient information on the various funds available, for the investment of the company's contributions made on their behalf, at the commencement of the Plan and on a regular basis thereafter.

Vesting:

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

Retirement:

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

Termination:

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

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

Pre-Retirement/death:

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

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

2022

January

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February

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March

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		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

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			

Teamsters Local Union 419 (MEMOS)



Teamsters Local Union 419 (MEMOS)



Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Secretary Treasurer / Business Agent:
Harjinder S. Badial

Office: (905) 670-4190 x229

Fax: (905) 670-4957

Cell: 416-998-9038

Email: harjinder@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



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