

# **Collective Agreement**

# Between

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

# And

Bank Brothers Sustainable Ingredients (formerly Hubbert's Industries) (hereinafter referred to as the Company)

February 11, 2020 to February 10, 2023



# MPORTANT

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 Bank Brothers Sustainable Ingredients

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 1.5 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 Vice-President Secretary-Treasurer Recording Secretary

Trustee Trustee Trustee JASON SWEET OWEN LANE HARJINDER S. BADIAL KEITH BRUCE AARON NOVIELLI GWEN PAINTER TROY SNOW

**Business Agent Business Agent Business Agent**  KEN DEAN FAHEEM BHATTI BRANDON DAWE

#### **STAFF**

Accounting Executive Assistant Admin. Support/Dues DEBBIE HOBBS JOY QUE 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 Canada**

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



Members in each Province:

British Columbia – 30,000 Alberta – 8,000 Saskatchewan – 1,000 Manitoba – 2,000 Ontario – 44,000 Quebec – 41,000 Newfoundland – 1,000 Nova Scotia and New Brunswick – 2,000

# **Teamsters Canada**

TEAMSTERS CANADA SERVICES	UNION SERVICES
<ul> <li>Research</li> <li>Governmental Affairs</li> <li>Education</li> <li>Communications</li> <li>Recruiting</li> <li>Out-of-work Benefits</li> <li>Health and Safety</li> <li>Human Services</li> </ul>	<ul> <li>Negotiation/Collective Bargaining</li> <li>Grievance and Arbitration Procedure</li> <li>Health and Welfare Program</li> <li>Pension Plan Program</li> <li>Job Security</li> <li>Legal Assistance</li> <li>Political Action</li> <li>Governmental Representation</li> <li>Workplace Safety and Insurance Board</li> </ul>
TRADE DIVISIONS	Advocacy - Human Relations
<ul> <li>Brewery, soft Drink</li> <li>Construction</li> <li>Dairy and Bakery</li> <li>Warehouse</li> <li>Movie and Trade Union</li> <li>Chemical and Energy</li> <li>Printing and Newspaper</li> <li>Industrial Trades</li> <li>Courier</li> <li>Freight and Cartage</li> <li>Airline</li> <li>Rail</li> <li>Armoured Cars</li> <li>Healthcare</li> </ul>	<ul> <li>Education</li> <li>Research</li> <li>Members Scholarship</li> <li>Health and Safety Program</li> <li>Union Publication</li> <li>Communications</li> <li>Credit Card Program</li> <li>Public Campaign</li> <li>Charity Sponsorship</li> <li>Retirees Program</li> <li>Recruiting</li> <li>Out-of-Work Benefits</li> <li>Accounting System (TITAN)</li> </ul>
These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors	

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

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

#### WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union is 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 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 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 or 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 co-operation and harmony, promote to recognise mutual interests, to promote а 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 Since the standard of wages and working conditions depends upon a sound and efficient operation of the business the Union agrees to co-operate with the Company at all times to:
  - a) Maintain and improve the quality of the Company's products.
  - b) Prevent waste of products, materials or time.
  - c) Maintain a high standard of hygiene.

d) To maintain and protect all machinery and equipment.

# **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Company recognises the Union as the sole and exclusive bargaining agent for all employees of the Company in the City of Brampton, save and except Managers and persons above the rank of Manager, office, and sales staff.
- 2.02 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.
- 2.03 Persons 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 workweek, 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 situations requiring immediate action, or
  - c) for experimentation and trying new processes or equipment.

- 2.04 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.
- 2.05 Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" of this Agreement.
- 2.06 Casual persons shall be limited as outlined in Appendix "B" as attached to this Agreement.

# **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

3.01 The Union recognizes the right of the Company to hire, lay off, discipline, discharge for cause, promote, demote and transfer any employee, to manage its business in all respects and to direct its working force, subject to the terms of this Agreement, and to make and alter from time to time Rules and Regulations which are just and fair.

# **ARTICLE 4 - UNION SECURITY**

4.01 All employees who are presently employed by а must, condition the Company as 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 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 (20<sup>th</sup>) day of the current month in monies are deducted. which the 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, 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 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 i.e. 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.

# **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Union may appoint or elect, and the Company shall recognize, steward(s) for each of the following Departments:

a)	Transportation	One (1) steward
b)	Maintenance	One (1) steward
c)	Rendering	One (1) steward
d)	Vegetable Oil	One (1) steward

- 5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed one (1) year of service and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- 5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Manager, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Manager. The Stewards shall not lose pay for any reasonable amount of time spent on the Company's premises during their regular scheduled working hours assisting in the presentation of any grievances that may arise. For time spent

at the Company's request outside their regular scheduled working hours, Stewards will be paid at straight time rate.

- 5.04 An authorised representative of the Union shall have access to the Company's establishment when accompanied by an authorised official of the Company during regular working hours for the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand. Such permission shall not be unreasonably withheld.
- 5.05 The Company shall pay, at their normal rate of pay, for one (1) full shift (on each occasion), a maximum of three (3) employees on the Union negotiating committee for time spent negotiating the renewal of this Agreement with the Company. Such payments shall cease should an application for Conciliation be filed.
- 5.06 The Company agrees to recognise any Bargaining Unit employee of the Company who has completed one year of service as alternate Stewards. Such stewards are to assist in the presentation of any proper grievances that may arise, but only in the event that the Steward is absent from work.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably

and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint by discussing it with his Manager. Such discussion shall take place within nine (9) working days from the incident giving rise to the complaint and the Steward shall be present at the discussion. The Manager shall give a verbal decision within two (2) working days of the meeting.
- 6.03 grievance arising Any Union over the administration, interpretation or alleged violation of this Agreement shall, providing the grievor has complied with Clause 6.02 of the grievance procedure, be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within nine (9) working days after the decision provided for in Clause 6.02 has been or should have been

given. Working days shall not include Saturdays, Sundays or paid Holidays. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

# 6.04 **STEP ONE**

By a conference between the aggrieved employee and his Manager. The employee shall be accompanied by his Steward. The employee's Manager shall give his decision in writing within five (5) working days.

# 6.05 **STEP TWO**

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

At the Step Two meeting, the Steward shall accompany the employee, and officials of the Company may accompany the Plant Manager, or his designate. The Business Representative of the Union shall be present at the meeting. The Plant Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) working days immediately following the date of such meeting.

- 6.06 A group grievance which is defined as an alleged violation of this Agreement concerning a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorised representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within ten (10) working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be referred to arbitration in accordance with the provisions of Article 7 of this Agreement.
- 6.07 A policy grievance is any grievance which arises directly between the Company and the Union interpretation, application, concerning the 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) working days of the occurrence of the matter giving rise to the grievance. The Plant Manager, or his designate, shall schedule a meeting between the parties to be held within five (5) working 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 five (5) working 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 7 of the Agreement.

- 6.08 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.
- 6.09 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 6 or Article 7.
- 6.10 Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.11 a) If the Company suspends or discharges an employee, it shall provide both the employee concerned and the Steward, a letter, within two (2) working days, giving the reasons for such discharge or suspension. However, the discharge shall be effective before the letter is provided.
  - b) If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, he may file a grievance. The grievance shall be presented at Step Two within three (3) working days after the letter 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.

- c) If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.
- 6.12 A Steward shall be present at any disciplinary meeting regarding verbal warnings, written warnings, suspensions and discharges. The steward and the employee shall immediately sign and return one copy of any discipline record issued to them to acknowledge receipt only.
- 6.13 Any disciplinary action taken against an employee shall remain against the employee's record until the employee has achieved a period of **twelve (12)** calendar months of **active employment (which will include regular vacation days)** free of further discipline. When this has been achieved the disciplinary record will not be used against the employee in any manner.

## **ARTICLE 7 – ARBITRATION**

7.01 Failing settlement under Step 2 of any grievance between the parties arising from the

interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrabal, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within twenty (20) working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

- 7.02 The written notice referred to in Clause 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator within thirty (30) working days after the decision in Step 2 is given, the arbitrator shall be appointed by the Minister in accordance with the Labour Relations Act.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision, which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorised to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister. Each party will bear any other costs they may incur in preparing and presenting their case.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 Nothing in Article 7 shall prevent either party applying for the appointment of a single arbitrator/mediator in accordance with the Ontario Labour Relations Act. Where such appointment is made the terms and conditions of Clauses 6.09, 7.01, 7.03, 7.04, 7.05 and 7.06 shall apply.
- 7.08 The Company and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement, the grievance will proceed through the normal course of arbitration described above.

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

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

### **ARTICLE 8 - STRIKES AND LOCKOUTS**

- 8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Labour Relations Act.
- 8.02 It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

### ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

## 9.01a) **<u>Wages</u>**

a1) The Company will pay Plant Employees according to the wage and classification structure shown as Appendix "C". Such Appendix shall form part of the Collective Agreement. a2) The parties agree that the rates of pay structure satisfies the requirements of the Pay Equity Act.

# b) Shift Premium

b1) Afternoon shift.

Effective February 11, **2020** any employee who is assigned to an "afternoon" shift shall receive a **eighty cents (\$0.80)** per hour shift premium for all hours worked in each year of the Collective Agreement.

# b2) Night shift

Effective February 11, 2020 any employee who is assigned to a "night" shift shall receive a **one dollar and ten cents (\$1.10)** per hour shift premium for all hours worked in each year of the Collective Agreement.

# c) Shift Structures

For all purposes herein, any shift which during the regular workweek starts:

- c1) at or after 12:00 noon and before 6:00 p.m., shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts,
- c2) at or after 6:00 p.m. 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,

- c3) at or after midnight and before or at 4:00 a.m., shall be a "night shift", and any other shift shall be a "day shift".
- 9.02 When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, either party pursuant to Article 7 may refer it to arbitration hereof.

During any time that the matter remains in dispute, the Company will continue to assign the work in question and the employee to whom it is assigned shall fully perform such work to the standard and in the manner required by the Company. Such employee shall be continued at the regular rate he held immediately prior to the time such new or allegedly new work was assigned. Any change of rate resulting from the final disposition of the matter shall be effective on the date the Company notified the Union in writing of new work, or on the date the Union alleged in writing that new work had been introduced.

- 9.03 Employees shall be paid each week during working hours and no more than one (1) week's pay will be held back. Employees shall receive a statement listing straight time hours worked, overtime hours worked, together with all deductions.
- 9.04 The Company will reimburse an employee for up to two (2) pairs of safety shoes **and work clothing not addressed in Article 16.05** per contract year provided proof of purchase is supplied to the Company. The reimbursement will be up to a maximum of **two hundred and fifty dollars (\$250.00)** per calendar year. Contract years run from 11 February to 10 February.
- 9.05 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 Clause 9.01 (b) hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.
- 9.06 When technological changes are made, appropriate classifications and "hourly rates" shall be matters for negotiations between the Company and the Union. If the parties fail to agree on such classifications and hourly rates,

the matters may be referred to Arbitration by either party. Pending the Arbitration decision the Company has the right to assign an employee to the job and the employee who is assigned to that particular job shall fully perform the work in the manner and to the standard required by the Company. In no case will an employee's hourly rate be reduced by reason solely of the application of this Clause regardless of what classification he may have. If the new classification carries a lower rate, his current rate at the time of change will remain as his personal rate and he will receive it until he accepts another position, at which time the personal rate will permanently be discontinued.

### 9.07 **Tool Allowance**

Each person employed in Groups 1, 2 and of Appendix "C" of the Collective 3 Agreement shall responsible for be supplying his own tools, excluding power tools. Such an employee who has attained one year of seniority shall receive a tool allowance of up to Three Hundred Fifty **Dollars (\$350.00)** per year. Claims for the tool allowance shall be paid to the employee within five (5) working days of employee submitting the the original receipt of purchase to the Company. The receipt shall become the property of the Company and reimbursement shall only be made for the purchase of quality tools.

The Company shall provide all specialty tools required to perform all functions of the job assignments.

9.08 It is agreed that from time to time Lead Hands may be required. Their duties shall be to carry out the normal duties of their regular job and train, instruct, assist and allocate work. The Lead Hand(s) are not supervisors and shall not play any role in any disciplinary process. Lead Hands shall be appointed by management and shall continue in the position as required. Employees selected shall receive the premium for a minimum of a full shift each day. The Union Stewards shall be notified writing of all appointments and in cancellations. The Company shall post, on a weekly basis, the assigned lead hands shift. Lead Hands shall on not he responsible for any Health & Safety issues that are assigned to management in accordance with the Occupational Health & Safety Act.

## **ARTICLE 10 – HOLIDAYS**

10.01 The following Statutory Holidays will be granted to each employee:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving Day

Victoria	Day
Canada	Day

Christmas Day Boxing Day

and for each Holiday, the Company shall pay to each eligible employee an amount equal to one (1) day's pay at the gross rate, plus, when applicable, the Lead Hand premium.

- 10.02 An employee has no entitlement to the public holidays listed in clause 10.01 if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday **and** all of his or her first regularly scheduled day of work after the public holiday.
- 10.03 a) Where a Statutory Holiday falls during an employee's vacation period, the employee shall receive, at the option of the employee, another day off with pay in lieu thereof at a time to be selected by mutual agreement or an extra day's pay.
  - b) Where a paid Holiday falls on an employee's scheduled day off and provided that the employee qualifies under Clause 10.02, the Company shall pay the employee his regular straight time hourly rate for the paid Holiday, or with the agreement of an employee, may substitute another working day for the paid Holiday. The day so substituted shall be selected by mutual agreement and not be later than the next annual vacation of the employee

and shall be deemed to be the paid Holiday.

### **ARTICLE 11 – VACATIONS**

- 11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on departmental seniority provided it does not conflict with the Company's need to maintain an efficient work force.
- 11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service <u>at</u> January 1	Vacation Entitlement
Less than one (1) year	One (1) day's vacation with pay for each full calendar month of employment up to a maximum of nine (9) days with vacation pay of four percent (4%) of earnings in the previous calendar year.
One (1) year but less than Five (5) years	Two (2) weeks vacation with pay with vacation pay of four percent (4%) of earnings in the previous calendar year.
Five (F) veers but less	Three (2) weeks vection

Five (5) years but less Three (3) weeks vacation

than Ten (10) years	with pay with vacation pay of six percent (6%) of earnings in the previous calendar year.
Ten (10) years or more	Four (4) weeks vacation with pay with vacation pay of eight percent (8%) of
	earnings in the previous calendar year.
Twenty (20) years or more	Five (5) weeks vacation pay with ten percent (10%) of earning in the previous calendar year.

- 11.03 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.
- 11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31st.

- 11.05 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular day before his vacation commences. Alternatively the Company will, at the employee's request, payout his vacation pay in the same manner as his regular pay, during each week the employee is on vacation.
- 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
- 11.07 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year provided it does not conflict with the Company's need to maintain an efficient workforce.
- 11.08 There shall be three (3) periods for submitting vacation selection:

Period "A"	December 01: Next calendar/vacation year
Period "B"	January 01: Current calendar/vacation year
Period "C"	March 01: Current calendar/vacation year

The Company will provide employees with vacation application forms on December 01, January 01, March 01 annually. Forms must be returned by December 15, January 15 and March 15, respectively. The applications will be processed and approved subject to seniority provisions and posted by December 20, January 20 and March 20 respectively. These approvals cannot be changed without the of the affected employees. consent Submissions received after December 15. January 15 or March 15 respectively must be made in writing at least one (1) month in advance of the vacation time requested. Should an employee not select a vacation period during one (1) of the three (3) periods, he/she shall not have seniority rights in choosing his/her vacation period. There shall be no bumping of vacation selection outside of the respective three (3) periods. Pursuant to Clause 11.07, all employees shall have their vacation selected by September 1<sup>st</sup> each year. Employees that have not selected their vacation by September 1<sup>st</sup> shall select by September 15<sup>th</sup> when they will take their vacation by December Failure to select vacation by September 31<sup>st</sup>. 15<sup>th</sup> will cause the company to determine when vacation will be taken.

11.09 An employee who leaves the employment of the Company for any reason prior to December 31st shall receive vacation credits earned as per Article 11. 11.10 Notwithstanding the provisions of Article 11.07, employees may schedule up to one week of vacation in increments of days. This vacation may only be taken upon providing a minimum of one (1) week written notice and provided it does not conflict with the Company's need to maintain an efficient work force.

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority shall be as defined in Clause 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.
- 12.02 New employees will be considered as probationary employees for the first four hundred and eighty (480) hours worked at their employment and the discharge of any such employee shall be at the sole discretion of the Company. In the event a part-time employee is hired to a full-time position the requirements of clause 1.12 (a) and (b) of Appendix "A" shall apply.

Following completion of the probationary period, an employee shall have his name placed on a seniority list and he shall have seniority dating from the date of commencement of his most recent period of employment in the bargaining unit and since which date, there has not been loss of all seniority pursuant to clause 12.12 hereof.

- 12.03 Whenever it becomes necessary to decrease the working force the following procedure shall apply:
  - All probationary employees shall be laid off a) first. If further layoffs are necessary, the most junior employees in the Classification affected shall be selected for layoff providing that the retained employees be to have the qualifications, skill and ability to perform the work available and achieve the level and quality of production required by the Company. Employees being displaced due to lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an bumped from his shift employee or classification shall be eligible to exercise his seniority in accordance with the above.
  - b) A laid-off employee shall be provided the following benefits coverage for a period of three (3) months following the date of lay-off:
    - b1) Group Life and Accidental Death and Dismemberment Insurance
    - b2) Prescription Drugs
    - b3) Major Medical
    - b4) Vision Care
    - b5) Dental
    - b6) Pension Plan Contributions

- 12.04 Employees who have not forfeited their seniority rights under clause 12.09 and 12.12 shall be recalled in order of seniority providing that the employees to be recalled have the qualifications, skill and ability to perform the work available and achieve the level and quality of production required by the Company.
- 12.05 If an employee is transferred from one department to another there shall be no loss of seniority.
- 12.06 A Master and a Departmental seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.
- 12.07 a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working.
  - b) When temporarily recalled, full time laid off employees will be given preference of available hours of work before part-time employees.
  - A laid off employee who works a minimum of one hundred (100) hours in a month shall qualify for the benefits listed in Clause 12.03(b) for the following month.
- 12.08 In the event a sufficient number of qualified

laid off employees do not elect to work available hours to meet the Company's staffing requirements, part-time employees may be used, failing which the Company may have the work completed by whatever means it deems appropriate.

12.09 When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed One Hundred Eighty (180) calendar days from the date of such transfer or promotion. After such One Hundred Eighty (180) calendar day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the bargaining unit within a period of One Hundred Eighty (180) calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, from within the classification he transferred out of, provided he has the skill and ability to do the work of the In the event of such junior employee. displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Clause shall qualify for benefits under this Agreement, based on his total continuous service with the Company.

- 12.10 It shall be the duty of the employee to notify the Company promptly of any change of address. If the employee fails to do so, the Company shall not be held responsible for failure of notice to reach such employee.
- 12.11 Seniority rights and employment shall cease for any of the following reasons:
  - 1) if an employee quits or retires;
  - if an employee is discharged and the discharge is not reversed through the grievance procedure;
  - has been absent from work for three (3) working days without notifying the Company and without providing reasonable cause;
  - 4) fails to return to work promptly upon termination of an authorised leave of absence, unless the failure to return promptly is due to reasonable cause;
  - 5) 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 for work, unless he has reasonable cause. Notice to return to work shall be by telephone call which

will be confirmed in writing. Such confirmation shall be deemed to be sufficient if sent by registered mail, courier or telegram to the employee's last known address on file with the Company;

- 6) if a seniority employee is laid off for a period in excess of twelve (12) months;
- utilises a leave of absence for purposes other than those for which the leave of absence was granted;
- 8) if the employee refuses recall from layoff;
- 9) for theft;
- 10) for fighting or assault;
- 11) when on Company property storing, using, consuming, possessing, selling or being under the influence of or suffering from the effects of an illegal substance. Subject to the conditions of the Human Rights Code of Ontario;
- 12) when on Company property storing, using, consuming, possessing, selling or being under the influence of or suffering from the effects of alcohol. Subject to the conditions of the Human Rights Code of Ontario;
- 13) if an employee is not recalled within twelve

(12) months of a lay-off or the time equal to the amount of service with the Company, whichever is the least.

- 12.12 In the event of a lay-off or closure of the business, affected employees shall be entitled to a severance package based on the following:
  - (i) For each year of service, an employee shall be entitled to forty-five (45) hours of pay, at the employee's gross hourly rate. For any incomplete years of service the severance shall be prorated on a monthly basis.
  - (ii) An employee shall have the right to defer the severance outlined in 12.13 until his/her seniority rights are exhausted as per clause 12.12 (13) after which time they shall receive the severance outline in 12.13(i).
  - (iii) An employee who receives the severance in 12.13 shall not be entitled to severance or termination pay per the Employment Standards Act of Ontario.
  - (iv) Employees who receive the severance outlined in this clause shall also be entitled to the benefit and pension coverage as outlined in 12.03 (b).

## ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 Any permanent vacancy in the bargaining unit shall be posted on the bulletin board for a period of three (3) working days, and employees shall have the right to bid for the position. Bids shall be submitted, on the form provided by the Company, to the Manager of the Department where the vacancy has occurred. Employees absent for any reason will be given an additional three (3) working days to bid for the position. Late applications will not be accepted. The Company will have ten (10) working days to fill the job.

- 13.02 The successful applicant(s) shall be given a four (4) week familiarization period on the job bid for. During, or immediately following the week familiarization four (4) period an employee, due to his inability or unwillingness to perform the work required, may elect to return directly or may be returned directly by the Company to the job he held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting. If there is no successful applicant(s), the Company will hire a person to fill the job posting.
- 13.03 Vacancies resulting from the filling of the first vacancy will not be posted, but will be filled automatically by the Company transferring the senior employee who has qualifications, skill and ability to perform the work available and achieve the level and quality production required by the of Company provided that the senior employee is agreeable to such transfer.

- 13.04 Permanent full-time openings may be filled for a temporary period not to exceed thirty (30) working days except where otherwise agreed between the Company and the Union.
- 13.05 When filling а permanent vacancy by promotion, by demotion or by transfer, seniority shall be the governing factor providing the employee(s) selected has that the qualifications, skill and ability to perform the work.
- 13.06 An employee temporarily transferred to another Classification will receive his own rate or the level of pay where applicable, for the classification to which he has been transferred, whichever is higher.
- 13.07 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.
- 13.08 When the Company fills a vacancy resulting from the first posting, all Stewards will be given the name of the transferred employee.
- 13.09 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.

- 13.10 Any job, which is vacant because of illness, accident, vacation or leave of absence, shall not be deemed to be vacant for the purpose of this Article.
- 13.11 An employee on the afternoon shift or the night shift shall have the right to transfer by seniority to the same classification on the day shift for vacation replacement, leave of absence replacement, or for illness or accident of more than ten (10) working days, providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable the Company to operate efficiently.

# **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 Leave of absence without pay to attend Union conventions and conferences may be granted to not more than two (2) employees for a total period not exceeding in the aggregate twenty (20) days in any one (1) contract year. Not more than one (1) employee may receive leave hereunder at any one time. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans.
- 14.02 The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere

with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans. The Company shall respond within ten (10) business days.

- 14.03 For purposes of accepting full-time employment with the Union, the Company shall grant an employee a leave of absence of not less than six (6) months and not more than twenty-four (24) months, without pay and benefits and without loss of seniority and with accrual of seniority. In the event the employee returns to full time employment with the Company he shall displace the least senior employee in the Bargaining Unit providing he has the qualifications, skill and ability to perform the work available and achieve the level and quality of production required by the Company.
- 14.04 The Company shall grant pregnancy and/or parental leave as provided by the Employment Standards Act of Ontario.
- 14.05 a) In the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in law, if the funeral is attended, allow that employee such time off as necessary, not to exceed three (3) consecutive calendar days for the purpose of attending the funeral and where the funeral cannot be attended, allow one (1) day off as necessary. The days or day off are to be taken

within fourteen (14) calendar days following the death.

- b) In the event an employee is bereaved of a sister-in-law, brother-in-law, grandchild, grandparent or a grandparent of his current spouse, and if the funeral is attended, allow one (1) day off as necessary. The day off shall be any one of the three (3) consecutive calendar days immediately following the date of the death.
- c) The Company shall pay that employee at his regular basic hourly rate of pay, for the day or days he would otherwise have worked his regularly scheduled hours.
- d) The employee claiming the bereavement leave shall furnish proof of the death and proof of the relationship in a format acceptable to the Company if requested.

**Definition** For the purpose of this Clause 14.05 only, an employee may substitute as a "parent" any one other relative upon whom the employee looked exclusively as a mother or a father. The employee shall give prior written notice to the Company stating the name and relationship of the substitute.

14.06 An employee who has completed his probationary period and who is required to serve on a legally constituted jury during a

period when he would otherwise be scheduled to work for the Company shall be paid the difference between the wages he would have received during this period, and the amount of Jury pay received. His wages shall be computed on the basis of regular scheduled hours and his basic hourly rate of pay. Such employee will notify the Company of the requirement to attend for jury duty by providing them with a copy of the notice served on him immediately he receives the notice. He shall provide the Company with adequate proof, in the form of a Certificate of Service signed by a Clerk of the Court of the amount of jury pay (not including travel allowance or reimbursement of expenses) received which shall be deducted from his next pay cheque. The Company will not require the employee to work any other than his normally scheduled hours while on jury duty, but will require an employee excused from jury duty to complete the balance of the regular shift.

### **ARTICLE 15 - HEALTH AND WELFARE**

15.01 The Company's liability for benefits will be restricted to paying One Hundred percent (100%) of the premiums for seniority employees and their eligible dependents (dependents shall include a spouse of the same sex). An employee's eligibility to receive the Benefits, which are itemized in Appendix "D", will be governed by the terms of the Master Contract between the Company and the Insurer. The Company shall have the right to make arrangements for the replacement of such master policies or contracts providing the level of benefits are maintained. Enrollment in the benefit plan is voluntary.

A general description of such benefits, terms and conditions, for information purposes is attached as Appendix "D".

- 15.02 Employees who have completed their probationary period will receive **five (5)** paid sick days **and one personal paid day off** in each contract year on the following terms:
  - a) Employees are required to provide a medical report following an absence from work of three (3) days or more due to illness or injury. In the event of an occupational injury, the employee and the employer are subject to the WSIB Act and its policies.
  - b) Payment for such sick days shall be at the rate of one hundred percent (100%) of the employee's regular wages for the day. **This includes twelve (12) hour shifts.**
  - c) Employees shall receive payment for any unused sick days in each contract year at the rate of one hundred per cent (100%) of the employee's regular wages for each unused sick day, to be paid in the third pay period each

January.

d) In the first year of full-time employment the number of sick days that an employee shall be entitled to shall be prorated as follows:

Hired on or after:	Entitlement in days
January 1 <sup>st</sup>	4
April 1 <sup>st</sup>	3
July 1 <sup>st</sup>	2
October 1 <sup>st</sup>	1

- 15.03 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.
- 15.04 The Company shall provide the employee and the Steward with a copy of the "Form 7" in the event of a compensable accidental injury.

### 15.05 **PENSION**

The Company will make payments on behalf of each eligible Bargaining Unit employee into a Defined Contribution Pension Plan as set out under Appendix "E" attached.

15.06 The Company shall provide a separate cheque to all employees for payments of the safety shoe allowance, vacation pay, and unused sick days.

# **ARTICLE 16 – DRIVERS**

- 16.01 Seniority will be recognised in the scheduling of work assignments in order that senior Drivers will have greater earning opportunities than less senior Drivers providing the Driver has the ability and is available for such work. It shall not be a violation of this clause for the Company to require a Driver to vary or modify his assigned hours and days of work due to safety considerations or absenteeism, and no Drivers shall be required to violate any of the transportation regulations.
- 16.02 All employees classified as Drivers shall be paid within one or more of the following Classes during any given week.

### CLASS "A" HOURLY

Any trip within one hundred and sixty kilometers (160km) of the Company premises at 109 East Drive, Brampton.

### CLASS "B" MILEAGE

Any trip which is outside one hundred and sixty kilometers (160km) of the Company premises at 109 East Drive, Brampton.

Year 1Year 2Year 3Feb. 11, 2020Feb. 11, 2021Feb. 11, 2022\$0.45\$0.46\$0.47

# 16.03 a) **<u>Delay Time</u>**

Delay time shall be defined as any time outside the drivers control in excess of two (2) hours, providing the driver is on time for his prearranged appointment. All "Delay Time" over and above the two (2) hours shall be paid at the applicable "hourly rate" as per Appendix "C". This "delay time" compensation is applicable to drivers being compensated as "Class B". Where a driver is delayed for more than two (2) hours crossing the border to or from the U.S.A. he shall be compensated in the same manner.

## b) Extra Pick Up's or Deliveries

All drivers except those drivers being compensated as "Class A" drivers shall receive thirty-five dollars (\$35.00) for each delivery or pick up following the first stop.

## c) Customs Clearance

All drivers being compensated in "Class B" shall receive a payment for Customs Clearance of Forty Dollars (\$40.00) for each crossing.

- 16.04 A Driver who has completed his probationary period, and loses his license, or is not acceptable to the Company's Insurance Agent, for medical reasons which will require the Company to legally accommodate a disability shall:
  - a) displace the least senior warehouse employee, skill, ability and seniority being sufficient;

- b) remain eligible to bid for any job postings, provided he has the skill and ability to perform the work;
- c) during the period of twelve (12) months following, if his license is restored to him, he shall be returned to his former position, which position shall have been filled by a temporary posting. Any residual vacancy resulting from such temporary posting shall be filled as the Company deems appropriate.
- d) accept any other position offered by the Company which accommodates his disability.
- e) co-operate fully with the Company in their attempts to accommodate his disability.
- 16.05 The Company shall provide and pay for uniforms to **all employees**, such uniforms to remain the property of the Company, and to be replaced as needed. The Company shall have the right to determine the type of uniform to be worn and when the Uniform needs replacement. Drivers & Shippers shall wear the uniforms provided.

The Drivers and Shippers uniforms shall consist of the following items of clothing:

Three (3) pairs of pants

Five (5) long sleeved or short sleeved shirts

One (1) jacket

One (1) vest, quilted

One (1) Bomber style jacket

- 16.06 The Company shall provide a meal allowance to all drivers of up to twenty dollars (\$20.00) per day for trips outside the province of Ontario, provided appropriate receipts are submitted.
- 16.07 All drivers shall receive a Company credit card, which shall only be used in the event of an emergency. Use of the Company credit card for any other purpose is grounds for discipline.
- 16.08 Drivers that are being compensated as "Class B" shall receive a cash amount of Two Hundred and fifty (\$250.00) U S Dollars for the purpose of paying transportation costs i.e. tolls. The Driver shall account for all expenditures. The Driver shall be responsible for all monies not accounted for.
- 16.09 Drivers required by the Company to stay in accommodations shall receive for each day that such accommodations are required:
  - a) In the United States the sum of One Hundred United States Dollars (\$100.00 US)

- b) In Canada the sum of One Hundred Dollars Canadian (\$100.00 Canadian)
- 16.10 Should the Company require that it is necessary to send two (2) drivers on a particular run <u>each</u> driver shall be compensated as one (1) of the "Classes" outlined in 16.02. Under no circumstances shall the driver's share/divide any of the compensation outlined in this Collective Agreement.
- 16.11 The Company will reimburse drivers the cost of using their own cell phones for Company business related calls provided appropriate bills are submitted.

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

17.01 It is agreed that the standard shifts shall be those in existence at the date of the ratification of this Agreement.

> If the Company desires to introduce new shifts, start times, workweeks, or new shift rotations, it will advise the Union as soon as possible and in any event, at least two (2) weeks in advance of such change, except in an emergency beyond the control of the Company.

> The Company shall negotiate such changes with the Union. In the event that the parties cannot reach agreement within five (5) working days, the Company shall have the right to

implement the changes and either party may refer the matter to "Interest Arbitration".

- 17.02 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of it at least two (2) hours prior to reporting.
- 17.03 a) An employee who cannot report on time or who is sick and unable to come to work shall inform his Manager or Supervisor on Duty as soon as possible, but in any event not later than Sixty (60) minutes prior to the beginning of his shift, unless he is unable to do so for reasonable cause.
  - (b) Where an employee is absent from work for one week or more by reason of sickness, an accident of any kind or for compassionate reasons it is the responsibility of the employee to contact the Company once each week to keep it advised of the employee's progress and expected date of return to work.
- 17.04 The Company will grant two (2) fifteen-minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift. Employees that are regularly scheduled on shifts greater than eight (8) hours shall receive an additional rest period of fifteen minutes without loss of pay following the first eight (8) hours of work. All employees shall receive a thirty (30) minute unpaid meal break

close to the mid point of their shift.

If it is contemplated that an employee is to work overtime of more than two (2) hours consecutive with his shift, he shall be allowed an additional fifteen-minute rest period without loss of pay immediately following the end of his regular shift or the beginning of his regular shift.

- 17.05 A daily time record shall be maintained by the Company at its place of business. A time clock shall remain in operation during the term of this Agreement.
- 17.06 Overtime shall be paid in the following format:
  - a) Employees that are scheduled for eight (8) hours per day shall be paid at 1.5 times their gross hourly rate for all hours worked in excess of forty (40) hours per week.
  - b) Employees that are scheduled for twelve (12) hours per day shall be paid at the rate of 1.5 times their gross hourly rate for all hours worked in excess of forty (40) hours per week.
  - c) Drivers shall be paid 1.5 times their gross hourly rate for all hours worked in excess of forty four (44) hours per week.
  - d) For clarity, paid hours related to Holiday Pay in Article 10, shall count in the weekly hours of

work for the sole purpose of overtime calculation.

- 17.07 If any of the paid Holidays are worked they shall be paid for at 1.5 times their gross rate for such hours worked in addition to pay for the holiday.
- 17.08 The Company will give at least two (2) hours notice of overtime, except for reasons beyond its control.
- 17.09 It is understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of the hours to be done per day or per week.
- 17.10 provided Except otherwise in this as Company the Agreement, when desires employees to work overtime, the Company shall attempt to obtain the number desired by requesting employees in order of seniority within the classification, and the same shift, to work overtime. Overtime shall be voluntary except that if an insufficient number of employees do not accept the overtime the Company shall have the right to select the number of employees needed starting with the most junior employee in the same classification on the same shift. The selection process shall continue until the company has a sufficient number of employees to do the work required.

When an employee agrees to work overtime he shall become subject to the rules governing attendance.

- 17.11 When overtime is offered to a shift at work, the Company will notify the steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the Company's manpower requirements and then only if they have returned to work prior to the working of such overtime.
- 17.12 An employee leaving on vacation shall be eligible for work on scheduled days off in the week before his vacation commences. He shall be ineligible for further work until he has returned from vacation and worked on his regular shift.
- 17.13 Where an employee wishes to change his shift, workweek or start time with another employee he may do so subject to the following:
  - a) The employee shall, in his own time, find another employee who is willing to change shifts, workweeks, start times or rotations with him.
  - b) The employee shall make his request on a form to be provided by the Company. Both employees shall sign the request, which must be approved by the Plant Manager or his

designate.

- c) Such application shall be for a maximum of Eight (8) weeks except that they may be renewed by mutual consent and with the approval of the Plant Manager or his designate.
- d) The request will state the classification and the shift each employee has agreed to work.
- e) Employees may only exchange shifts, workweeks or rotations with employees within the same department and classification.
- f) All changes will only take place at the beginning of the workweek.
- g) Any employee that actually works a shift that is entitled to shift premium shall receive such premium.
- h) All Department Stewards shall receive a copy of the form referred to in (b) from the Plant Manager or his designate.
- 17.14 In the event the Company is required to delete shifts, workweeks or rotations on a temporary basis because of business demands employees shall be given a minimum of forty eight (48) hours notice and in no circumstances will an employee be requested to change their shift, workweek, or rotation prior to the beginning of the next workweek. All changes will be done in

good faith and the Company will provide the senior employees the preferred schedule.

- 17.15 Call in pay. Maintenance Employees.Where a maintenance employee is called in to work in an emergency, he shall be paid 4 hours at time and one half.
- 17.16 An employee called into work shall be guaranteed a minimum of four (4) hours pay at the applicable rate, notwithstanding 17.15.

### **ARTICLE 18 - NO DISCRIMINATION**

18.01 The Company and the Union agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex-partnership status, family status or handicap in accordance with applicable legislation.

## **ARTICLE 19 - BULLETIN BOARD**

19.01 Three (3) bulletin boards will be supplied by the Company and will be placed in lunch rooms or other areas as mutually agreed.A person authorised by the Union may post bulletins authorised by the Union concerning the following:

- a) Meeting Notices
- b) Safety Information

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

## **ARTICLE 20 – HEALTH AND SAFETY**

- 20.01 The Company and the Union recognise 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 cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures, including applicable regulatory food safety rules, as established by the Health and Safety Committee, the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 20.02 The Company requires that safety footwear be worn at all times and the appropriate personal protective equipment (PPE) as instructed for the task(s) being performed. The PPE will be maintained and replaced by the company as required.
- 20.03 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

- 20.04 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees.
- 20.05 The Company agrees that all trucks will be equipped with double seats, standard truck heaters, floor mats, defrosters, windshield wipers, windshield washers and sun visors. The Company will make every effort to ensure that these items are in good working condition.
- The Company agrees to the establishment of a 20.06 Joint Health and Safety Committee comprised of equal representation of the Union and the Company. There shall be a total of four (4) representatives of which two (2) shall be from the Union. Both the Union and the Company shall mutually agree to any amendment to the total of representatives. The Joint Committee be co-chaired, with the chairing will of meetings alternating between the Union and the Company. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Company. Both chairpersons will sign the minutes unless there is a dispute over the contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement. The Joint Health and Safety Committee will meet at least nine (9) times per calendar year.

- 20.07 The Company shall ensure that all protective devices, clothing, except for safety shoes, and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.
- 20.08 The Company shall ensure that all employees that are required to operate a "fork lift" are properly trained and have attained the required licences. The Company shall further ensure that employees have the opportunity to have the required licences renewed at no cost to employees prior to the expiry date. All training shall be performed on the employee's regular shift without loss of pay.
- 20.09 The Company shall provide all employees that are expected to perform assignments in the freezer the appropriate protective clothing. Under no circumstances shall the clothing be shared amongst employees.

### **NEW DEPARTMENT: SANITATION**

To ensure better compliance with the HACCP program the Company intends to take the employees classified as cleaners out of the maintenance department and put them into a department to be known as Sanitation. This department will be part of the Company's Quality Control program and will be managed by the HACCP Co-ordinator or Q.C. Manager.

## **ARTICLE 21- DURATION OF AGREEMENT**

- 21.01 This agreement shall, unless changed by mutual consent, continue in full force and effect until **February 10, 2023** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this agreement.
- 21.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 21.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, 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 proceeding prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Ratified the 25th day of January, 2020.

For the Company

**Mark Bank** 

**Dan Condon** 

Lorenza Siracusa

For the Union

Ken Dean

Sudhir Goswami

Rani Anbalagan

**Craig Taylor** 

## APPENDIX "A"

- 1.00 Part-timers, are persons employed on a parttime basis and are on the payroll of the Company.
- 1.01 The number of part-timers employed by the Company at any one time will not exceed a total of eight employees.
- 1.02 Part-time employees will acquire seniority after they have served four hundred and eighty (480) hours worked and will be on a separate seniority list.
- 1.03 Part-time employees will be called in for parttime work in accordance with seniority.
- 1.04 Part-time employees who have worked their probationary period as provided in 1.02 above, will have the right to the Grievance Procedure as outlined in Article 6 and 7 of the Agreement governing regular full-time employees.
- 1.05 Part-time employees shall be paid in accordance with Appendix "C".
- 1.06 Part-time employees who were employed on Feb 11, 2002 shall be eligible for all benefits that are offered under the Collective Agreement to full time employees including clause 9.05.

Part-time employees who are hired after Feb 11, 2002 shall be eligible for a Fifty Percent (50%) of the safety shoe allowance paid to full time employees. The first such allowance shall be paid upon request on or about the date the employee attains seniority and thereafter on the annual anniversary. In lieu of Health, and Dental Benefits part-time employees shall receive a prorated cash amount based on the amount of hours worked each month divided into the cost of the premium each month. This cash disbursement shall be paid the first pay period of the following month.

The Union shall be given the cost of the benefit premiums paid by the Company at the time the benefit plan comes into effect. Such information shall be updated whenever there is any increase or decrease to the cost of such benefit premiums.

- 1.07 Part-time employees shall receive vacation pay in accordance with the Ontario Employment Standards Act.
- 1.08 Part-time employees shall receive statutory holidays as outlined in Article 10 of the Agreement governing full-time employees.
- 1.09 Part-time employees shall further be covered by the following Clauses as outlined in the Agreement governing full-time employees: Article 6, Article 7, 9.01(b), 9.01(c), 9.06, 9.07,

10.01, 10.02, 10.03, 12.09, 12.11, 12.12, 14.02, 14.04, 15.03, 15.04, 17.03, 17.04, 17.06, 18.01, Article 20,

- 1.10 Part-time employees shall have union dues deducted pursuant to Clause 4.03 of this Agreement except that he shall not pay initiation fees.
- 1.11 Employees covered under this Appendix shall not work while any full time employees are on layoff status unless the full time employee(s) declined the offer of a temporary recall.
- 1.12. a) A part time employee who was employed by the Company on February 11<sup>th</sup>, 2005 who transfers to a full time position in the bargaining unit shall keep the seniority date he had as a part time employee.

#### APPENDIX "B"

- 1.00 Agency personnel shall for the purposes of this Agreement be termed "Casuals"
- 1.01 The number of casuals working at the Company at any one time shall not be limited however they shall not be used in such a manner that will cause either the layoff of a seniority employee or the loss of an overtime opportunity for a seniority employee.
- 1.02 Casuals will not acquire seniority.
- 1.03 Casuals will be called in for work on a first to respond basis.
- 1.04 Casuals will be paid the start rate for the position which they are called upon to fill.
- 1.05 The Company shall remit to the Union the equivalent of one (1) months dues for each One Hundred (100) hours worked by casuals calculated in aggregate. The remittance shall be monthly with the regular dues remittance and shall include a listing of all hours worked.
- 1.06 Nothing in this appendix shall replace, detract, amend or alter any of the rights contained in the Collective Agreement on behalf of either the Company or the Union.

#### APPENDIX "C"

#### **Classifications, Wages and Special Allowances**

#### WAGE INCREASES TO TAKE EFFECT ON THE NEAREST MONDAY TO THE DATES NOTED BELOW.

		Current	February 11, 2020	February 11, 2021	February 11, 2022
Group 1	Journeymen	30.58	31.38	32.16	32.97
Group 2	Stationary Engineer Class 2	27.96	28.76	29.48	30.22
Group 3	Stationary Engineer Class 4 Maintenanc e	25.05	25.85	26.50	27.16
Group 4	Driver (US Qualified)	23.47	24.27	24.88	25.50
Group 5 a)	Lab. Technicians	22.41	23.21	23.79	24.39
Group 5 b)	Refiners	22.41	23.21	23.79	24.39
Group 6	Shippers	20.80	21.60	22.14	22.69
Group 7	Head Grinder	20.27	21.07	21.60	22.14
Group 8	Tissue Packagers Grinders Rendering Assistant	19.21	20.11	20.61	21.13
Group 9	Veg Oil Packagers Votator Packagers Cleaners	18.16	19.06	19.54	20.02

#### **Progression Scale:**

#### Groups 1, 2, 3, 4

Start Rate 97% Full Rate Following 1040 hours worked

#### Groups 5,6,7,8,9

Start Rate 90% After 1040 Hours Worked 92% After 2080 Hours Worked 95% After 3120 Hours Worked 97.5% After 4160 Hours Worked Full Rate

- 1. Company appointed Lead hands shall receive a premium of one (\$1.25) dollar and twenty-five cents per hour.
- 2. Drivers who are not qualified to drive in the U.S.A. shall be paid thirty cents (\$0.30) per hour less than a U.S.A. qualified driver.
- 3. Part-time employees shall be paid according to the classification in which they are employed.
- 4. Students shall be paid one dollar (\$1.00) per hour below the start rate of the classification in which they are employed.

#### APPENDIX "D"

#### **BENEFIT PLAN**

#### 1) Eligibility

If you are a full time seniority employee or a part time seniority employee as defined in Appendix "A" you are eligible to enroll in the benefit program. Family coverage is also provided for your eligible dependants.

#### 2) Benefits

- a) Life Insurance (Employee Only) \$22,000.00
- b) Accidental Death Insurance (Employee Only) \$22,000.00
- c) Extended Health Care for you and your eligible dependents. This includes:

Hospital Care.

Prescription Drugs.

Professional Services. E.g.

Chiropractor. Podiatrist. Massage Therapist. Private Duty Nursing. Ambulance. Medical Equipment and Prostheses. Emergency Out-of-Country coverage.

Vision Care maximum to **\$375.00** every two (2) calendar years **per individual.** 

d) Dental Plan for you and your eligible dependants.

Current year ODA fee guide.

e) Weekly Indemnity (Employee Only)

A 1. 1. 8. 17 "top up" plan with E.I. as the first payer.

Payment is 66.2/3 basic pay rate for 40 hrs.

E.I. payment is topped up by Insurance Company.

Must be disabled from following own occupation.

Motor vehicle accidents, work accidents and pre-existing conditions are excluded.

- f) The Dental basic treatment plan maximum is two thousand (2,000.00) dollars each calendar year.
- Note: The above is a brief outline of your benefit plan. You must consult your Employee Benefit Booklet for more detail. Prior approval may be required before some treatments are begun.

#### APPENDIX "E" PENSION

- a) The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Appendix "E".
- b) Effective February 1, 2020 the Company shall contribute one hundred and fifty-two dollars and fifty cents (\$152.50) per month on behalf of each bargaining unit employee who has completed one (1) year as a full time employee and who has worked any part of the month. Effective February 1, 2021 the contribution will increase to one hundred and sixty dollars (\$160.00) per month. Effective February 1, 2022 the contribution will increase to one hundred and fifty cents (\$167.50) per month.

#### c) Voluntary Employee RRSP Contribution.

The employer agrees to participate in the Teamster Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employee the will provide employer with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The employer will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Pension Plan administrative agent. The employer will make the deduction from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Pension Plan as described in Clause (d) below.

- d) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Teamsters Defined Contribution (D.C.) Pension Plan administrative agent within 20 days of the end of the work month. The Union may file a grievance if the contributions are not remitted by the date due.
- e) The Company agrees to provide any and all information required for the administration of the Pension Plan included but not limited to:
  - (i) All monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN);
  - (ii) Addresses to be updated as well as marital status, terminations or resignations to be clearly identified.
- f) Extension of benefits for Non-compensable or Compensable Disability or Injury.

The Company shall continue pension benefits, for a period not to exceed twelve (12) months, by remitting the contribution rate defined in this Collective Agreement as specified herein for any employee who is off work due to a non-compensable disability or injury or a compensable disability or injury.

#### g) Extension of Benefits for Employees on Lay-Off.

The Company shall continue pension benefits by remitting the contribution rate defined in the Collective Agreement as specified herein for any member who is off work due to lay-off for a period of three (3) months following the date of each layoff. The Company shall not continue Pension Benefits for any employee taking an unpaid leave of absence.

A summary of the Pension Plan is attached for information purposes only, as Schedule 1. The Company is only responsible for the monthly contributions listed above and for providing the information required to administer the Pension Plan.

#### Schedule 1

#### **Summary of Pension Plan**

#### **PENSION PLAN;**

**The Teamsters Defined Contribution (D.C.) Pension Plan** was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the employer(s) and the union except that the union is the plan sponsor.

#### **Responsibility**

**THE UNION:** As the plan sponsor, the Union is responsible to negotiate the contribution rates under the Collective Agreement and to select the Insurance Carrier. From time to time the Union will survey the Insurance Carriers in the marketplace to ensure that the rates are very competitive and to secure the best deal possible for the Pension Plan Members at NO COST to the Plan Members.

**THE EMPLOYER:** The employer is only responsible for remitting the contribution rates and providing the pertinent information required to administer the Pension Plan as specified under Article 15.05 and Appendix "E" respectively.

**PENSION PLAN MEMBER:** The Pension Plan Member must report promptly any change of address, marital status and /or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of the information available to him through the Insurance Carrier, or others of his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income.

**Note:** The Union utilizes 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 the individual Member's 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. Member's 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 administered by (a) professional investment manager(s) as selected by each member.
- c) The interest rate credited is based on investment returns earned by the investment manager that has been selected by the member.

#### Eligibility:

As outlined above in Clause (b) of Appendix "E".

#### Investments:

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

#### 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 the 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).

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### Teamsters Local Union 419 (MEMOS)



Name:	
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Work Addr	ess:
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1	<b>Ceamsters Local Union No. 419</b> 1890 Meyerside Drive Mississauga, Ontario L5T 1B4
	Business Agent: Faheem Bhatti
	Office: (905) 670-4190 x227
	Fax: (905) 670-4957
	Cell: 416-993-5785

Email: faheem@teamsters419.ca

www.teamsters419.ca

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