

Collective Agreement Between

Teamsters Local Union No. 419

(hereinafter referred to as the Union)

And

Chiovitti Banana Company (hereinafter referred to as the Company)

October 28, 2018 to October 27, 2025



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 Chiovitti Banana Company

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 men and women 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 inyourself.

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

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

At Teamsters Local Union 419, you are family.

Fraternally and Sincerely,

Jason Sweet, President

Teamsters Local 419

"In Solidarity We Rise"

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

President JASON SWEET

Vice-President OWEN LANE

Secretary-Treasurer HARJINDER S. BADIAL

Recording Secretary KEN DEAN

Trustee AARON NOVIELLI
Trustee GWEN PAINTER
Trustee TROY SNOW

Business Agent MICHAEL DOWNES
Business Agent KEITH BRUCE
Business Agent STANNIE MUIR
Business Agent FAHEEM BHATTI

STAFF

Accounting DEBBIE HOBBS
Executive Assistant JOY QUE
Admin. Support/Dues KAREN CANN



"In Solidarity We Rise"

Teamsters Historical Overview



International Brotherhood of Teamsters 1,400,000 Members

Teamsters Canada 130,000 Members

Teamsters Ontario
Joint Council 52
44,000 Members
In nine (9) different local unions across
the Province of Ontario

Teamsters 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
 Research Governmental Affairs Education Communications Recruiting Out-of-work Benefits Health and Safety Human Services 	 Negotiation/Collective Bargaining Grievance and Arbitration Procedure Health and Welfare Program Pension Plan Program Job Security Legal Assistance Political Action Governmental Representation Workplace Safety and Insurance Board Advocacy
TRADE DIVISIONS	Human RelationsEducation
 Brewery, soft Drink Construction Dairy and Bakery Warehouse Movie and Trade Union Chemical and Energy Printing and Newspaper Industrial Trades Courier Freight and Cartage Airline Rail Armoured Cars Healthcare 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 	 Research Members Scholarship Health and Safety Program Union Publication Communications Credit Card Program Public Campaign Charity Sponsorship Retirees Program Recruiting Out-of-Work Benefits Accounting System (TITAN)

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

1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Employees covered by this agreement and to provide machinery for the timely disposition of grievances.

The Union recognizes that the business in which the company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this collective agreement.

1.2 Wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement requires, and vice versa.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent of all Employees of Chiovitti Banana Co. Ltd. at the Ontario Food Terminal in the City of Toronto excluding supervisors and foreman, persons above the rank of supervisor and foreman, office, sales and clerical staff and front door checkers.
- 2.2 It is agreed by the Company and the Union that managerial and supervisory personnel will continue to perform bargaining unit work as per the present practice. The performance of bargaining unit work by managerial and supervisory personnel will not result in lost hours to bargaining unit employees on a weekly basis.
- 2.3 In this Agreement, the word "Employee" and "Employees" shall mean only persons included in the bargaining unit description as set out in clause 2.1.
- 2.4 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.

ARTICLE 3 - RELATIONSHIP

3.1 The Company and Union agree to observe the provisions of the Ontario

Human Rights Code.

3.2 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the Employees working hours except by agreement with the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the Employees and, without restricting the generality of the foregoing to:
 - a) maintain order, discipline, efficiency and set qualifications;
 - b) hire, retire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline Employees subject to the right of Employees to grieve to the extent and manner provided herein if the specific provisions of this Agreement are violated in the exercise of these rights;
 - generally, to manage the enterprise in which the Company is engaged in, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforces, to determine the number and location of facilities, to determine the quality of service and processes, methods of procedure to be employed, to determine the direction of the workforces, the schedules of work and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules of production, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, scheduling, starting and quitting times;
 - d) issue and enforce from time to time such reasonable rules and regulations as the Company deems necessary to ensure the successful operation of its business. Breach of such rules by an Employee may be cause for disciplinary action;
 - e) limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies;

- discipline and discharge probationary Employees for any reason provided only that such decision is not discriminatory or made in bad faith.
- 4.2 All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and its exclusive right.

ARTICLE 5 - UNION SECURITY

- 5.1 All Employees covered under this Agreement who are presently employed by the Company must, as a condition of employment become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessment uniformly required of all members in the bargaining unit.
- 5.2 The Company agrees to deduct Union initiation fees and weekly dues as specified in the Union Constitution from each eligible Employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 5.3 In the event that such wages are insufficient to pay Union dues, such deductions shall be made from the wages payable to the Employee on a subsequent pay cheque in the calendar month.
- 5.4 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made:
 - a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.
 - b) Twelve (12) checkoff,;; 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.
- Such information will only be forwarded upon receiving the appropriate authorization from the employee.
- 5.5 Company agrees to print amount of total deductions paid by each Employee for the previous calendar year on the Income Tax T4 Form.
- 5.6 The Union agrees to indemnify and save harmless the Company against any and all claims which may arise in complying with the provisions of this Article.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.1 The Union agrees that there will be no strike, slow-down, work stoppage, either complete or partial, or other interruption or interference with operations during the term of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.1 The Company agrees to recognize as Union representative one (1) Union Steward. The Union shall advise the Company in writing of the name of the Steward.
- 7.2 (a) The Company acknowledges the right of the Union to appoint or otherwise elect one (1) Steward from a mongst Employees in the bargaining unit who have completed six (6) months continuous employment, for the purpose of assisting Employees in the presentation of grievance in accordance with the provisions of this Agreement.
 - (b) In the event that the union is unable to appoint or select a Steward from Employees with six (6) months service then it may appoint or elect the Steward from those Employees with less than six (6) months service

- provided any such Employee must have completed their probationary period.
- (c) The Company agrees to recognize an employee, selected by the Union Steward, to act as an Alternate Steward who may act in the absence of the Steward. The Alternate Steward will only act as a Steward when a regular Steward is not at work.
- 7.3 A steward's first obligation is to the performance of his regular duties and he shall not leave his regular duties without first obtaining permission of the immediate supervisor or his designate and shall advise the supervisor of the nature of his business and approximate duration and report back to such supervisor at the time of his return to work. At no time shall a Steward interrupt Employee(s) while such Employee(s) are engaged with a customer. If in the course of such time away from his regular duties he visits another department, he shall, upon entering that department advise the supervisor of the department or his designate of the nature of his business.
- 7.4 The Company shall not be required to recognize Stewards until such time as it has been notified in writing of their appointment by the Union.
- 7.5 The Company acknowledges that the Steward will have occasional need to meet with the Union business agent to deal with official Union business. The Company will endeavour to accommodate this need provided that a request is first made to the Manager or his designate and that such meeting shall not unreasonably interfere with production.
- 7.6 The Company shall pay, at his normal rate of pay, the Steward for time spent negotiating the renewal of this Agreement with the Company.

GRIEVANCE PROCEDURE

- 8.1 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement. The purpose of this Article is to establish a procedure for the expeditious settlement of grievances.
- 8.2 It is the mutual desire of the parties that complaints of employees be adj-q ted as quickly as possible. It is agreed that an Employee has no complaint or grievance until either directly or through the Union has first given his

immediate supervisor an opportunity to adjust the complaint.

8.3 Any grievance arising over the administration, interpretation, application or alleged violation of this Agreement shall 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 seven (7) working days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such a grievance promptly through the following steps:

Step 1

A conference between the aggrieved employee and his supervisor; the employee shall be accompanied by a Steward. The Employee's supervisor shall give his decision in writing within ten (10) working days.

Step 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1 within ten (10) working days after the decision of Step 1 has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step 2.

The Manager or his designate shall schedule a meeting to be held within ten (10) working days from the time when such a grievance was presented to him, or his designate.

At the Step 2 meeting, the employee shall be accompanied by his Steward, and the Manager, or his designate, may be accompanied by officials of the Company. The business representative of the Union shall be present at the meeting. If the business agent is not available to attend in a timely manner, he shall appoint a designate to attend the meeting. The 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.

8.4 The Union or the Company may initiate a policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten '('l 0) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under

Article 10 by either the Union in the case of a Union grievance, or the Company in the case of a Company grievance. The Union may institute a grievance on behalf of a group of bargaining unit employees, however the Union may not institute a grievance directly affecting an Employee or Employees when such Employee or Employees could themselves institute, and the regular Grievance Procedure shall not thereby be by-passed.

- **8.5** Discharge grievances shall be filed at Step 2 of the Grievance Procedure.
- 8.6 All agreements reached under the Grievance Procedure between the Company and the Union will be final and binding upon the Company, Union and Employees, and may include such terms upon which the parties may agree.
- 8.7 The time limits set out in the Grievance procedure are mandatory. Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure for arbitration within the time specified, shall be deemed to have been dropped. However, the time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union.
- 8.8 If the Company suspends or discharges an Employee, it shall notify both the Employee concerned, and the Steward, in writing, within five (5) working days, giving the reasons for such discharge or suspension.
- 8.9 If an Employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step 2 within five (5) working days after the notice pursuant to clause 8.8, 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.
- **8.10** If the Employee is discharged or suspended, such a discharge or suspension will take effect immediately, except the Employee shall have a right to a ten (10) minute interview with his Steward off premises and suffer not loss of pay.
- **8.11** In the event that a probationary Employee is discharged during the currency of their probationary period, the parties agree that an arbitrator will apply a lesser standard in determining whether the Company had cause for the discharge. The onus shall be on the grievor to prove any breach of the Agreement by the Company.

- **8.12** The steward shall be present at any disciplinary meeting regarding written warnings, suspensions and discharges.
- 8.13 Any action or decision in respect of any Employee shall not be based on any item in his personnel record which has been on file for more than eighteen (18) months.

ARTICLE 9 - ARBITRATION

- 9.1 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, such a grievance may be taken to arbitration as hereinafter provided. If no 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 without prejudice.
- 9.2 The written notice referred to in clause 9.01 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, either party may request that the Minister of Labour make the appointment pursuant to the Ontario Labour Relations Act.
- 9.3 Each of the parties hereto will share equally the fees and expenses of the arbitrator appointed herein.
- 9.4 The arbitrator 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. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.5 No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the Grievance Procedure set out herein.
- 9.6 Any and all-time limits fixed by this Article for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

ARTICLE 10 - SENIORITY

- 10.1 Newly hired Employees shall serve a probationary period of sixty (60) days worked within a twelve-month period and shall have no seniority rights < luring this period. Upon completion of this probationary period, a newly hired Employee shall have his seniority dated back to his initial date of hire. Seniority shall only be credited upon the completion of sixty (60) days worked. During the probationary period, an Employee shall be considered as being employed on a trial basis and may be disciplined or discharged at the sole discretion of the Company, provided that the Company's decision is not exercised in bad faith.
- 10.2 The seniority of an Employee shall be lost and his employment automatically terminated for any of the following reasons:
 - (a) the Employee quits his employment;
 - (b) the Employee is retired;
 - (c) the Employee is discharged and not reinstated through the Grievance Procedure;
 - (d) the Employee has been offered and has declined work on three (3) consecutive occasions unless a reasonable explanation is given by the Employee;
 - (e) the Employee is absent from work without permission for more than two (2) consecutive working days unless a reasonable explanation is given by the Employee;
 - the employee fails to report for duty after a vacation or leave of absence without securing the extension of such leave of absence or vacation from the Manager unless a reasonable explanation is given by the Employee;
 - (g) the Employee who is recalled to work fails to return within ten (10) calendar days of mailing of notification to return. Such mailing shall be by registered mail to the last address of the Employee that the Company has in its files for that Employee;
 - (h) the Employee utilizes a leave of absence for purposes other than those

for which it was granted;

- the Employee fails to return to work immediately after the Company has been notified by a doctor or Workplace Safety Insurance Board that the Employee is able to return to his job;
- (j) the Employee has been laid-off for twelve (12) calendar months.
- 10.3 In all cases of vacancy, promotion, demotion, transfer, lay-off and recall seniority shall govern, where the Employee's skill, ability and qualifications are relatively equal.
- 10.4 The Company agrees to post a seniority list for all full-time Employees on April 1st and October 1st of each year. Employees who wish to question their seniority must do so within thirty days of such posting. If no challenge is made within thirty days, the Employee's seniority shall be deemed correct. A copy of the list will be sent to the Local Union office.
- 10.5 (a) When temporarily recalled, laid-off Employees shall be paid the appropriate rate of pay for the classifications in which they are working.
 - (b) When temporarily recalled, laid-off employees shall be given preference of available hours of work before part-time employees.
 - (c) An employee who has been temporarily laid-off shall continue to be eligible to receive health care benefits, except for short-term and long term disability benefits, for a maximum period of thirty (30) days following the date of the lay-off.
- 10.6 In the event that 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.
- 10.7 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 and eighty (180) calendar days from the date of such transfer or promotion. After such one hundred and eighty (180) calendar day period, the Employee shall not have any seniority rights under this Agreement.

Should the Employee return to the bargaining unit within a period of one hundred and eighty (180) calendar days, and there is then no vacancy which, by reason of seniority, he is entitled to fill, he may displace the Employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. Any Employee returned to the bargaining unit following a transfer pursuant to this Article shall qualify for benefits under this Agreement, based on his total continuous service with the Company.

- 10.8 Notwithstanding their seniority status, Stewards will be continued at work on their own shift as long as work is available which they are qualified and able to do. Where there is more than one Steward, the Steward's Company seniority will determine his preferential position for lay-off.
- 10.9 It will be the responsibility of Employees to provide written notification of any changes in their address to the Manager.
- **10.10** The Company shall notify Employees who are to be laid-off in accordance with the Ontario *Employment Standards Act*.
- 10.11 No new Employee in the classifications in which a lay-off has occurred shall be hired until those Employees who have been laid-off have been given the opportunity for recall. The Employees shall keep the Company advised at all times of his or her current address.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the Manager, stating the reasons for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency. Personal emergency leave shall be granted in accordance with the Ontario Employment Standards Act, 2000 (the "ESA").
- 11.2 A leave of absence without pay to attend at Union conventions and conferences may be granted by the Company to not more than one (1) Employee for a total period not exceeding the aggregate of ten (10) days in any one (1) calendar year. 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 in such leave will be maintained on applicable benefit plans.

Where a leave granted under this Collective Agreement falls under the definition of a personal emergency leave day as set out in the Ontario

Employment Standards Act, as amended, it shall be deemed a personal emergency leave day for all purposes under that legislation. This shall apply specifically to a leave under Article 11.1 (personal leave); Article 18 (Bereavement); and Article 20.3 (Sick Leave). It shall not apply to any leave under 11.2 (Union Leave).

- 11.3 Maternity and parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act*.
- 11.4 In the event an employee is called for and is required to serve on a jury, the Company shall, upon proof of such service, continue the employee's regular weekly pay during the approved Jury Duty Leave, up to a maximum of the equivalent of two (2) weeks of the employee's regular wages. The employee shall notify his supervisor promptly when called and shall remit promptly to the Company and monies received for said service.

ARTICLE 12 - BULLETIN BOARD

12.1 The Company shall make available a place on the premises for the purpose of posting notices regarding meetings and other similar Union matters. All such notices must be signed by a Union officer and must be approved by the Manager or his designate prior to posting.

ARTICLE 13 - HEALTH & SAFETY

- 13.1 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the Employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 13.2 The Company requires that safety footwear be worn.

ARTICLE 14 - VACATIONS AND PUBLIC HOLIDAYS

14.1 The following Statutory Holidays will be granted to each Employee who has served his probationary period:

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

For each holiday, the Company shall pay to each eligible Employee an amount equal to one (1) days' pay at the gross rate.

The Union and Employees endeavour to provide sufficient coverage for the Public Holidays set out in this provision. Where an Employee works a Public Holiday, he shall be paid 2x his regular straight time hourly rate for the hours worked on the Public Holiday.

- 14.2 In order to be eligible for holiday pay, an employee must have worked his scheduled shift prior to the holiday and his scheduled shift subsequent to the holiday, except for bereavement leave or vacation.
- 14.3 (a) Where a Statutory Holiday falls during an Employee's vacation period, the Employee shall receive, 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 Holidays falls on an Employee's scheduled day off and provided that the employee qualifies under Article 14.02, 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 not be later than the next annual vacation of the employee and shall be deemed to be the paid Holiday.
- 14.4 The Company will grant all Employees, to whom this Agreement is applicable, a vacation period. Choice of vacation periods will be based on seniority, provided it does not conflict with the Company's need to maintain an efficient work force.
- 14.5 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1	Vacation Entitlement
Less than one (1) year	One (1) day 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 earning in the previous calendar year.
One (1) year but less than five (5) years	Two (2) weeks of regular earnings or four percent (4%), whichever is greater.
Five (5) years but less than fifteen (15) years	Three (3) weeks of regular earnings or six percent (6%) whichever is greater.

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Fifteen (15) years and over	Four (4) weeks of regular earnings or
, , ,	eight percent (8%) whichever is
	grantar

Vacation pay will be calculated on the wages earned by the Employee during the twelve (12) months for which the vacation is given, excluding any previous vacation pay.

- 14.6 Any Employee who is 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 giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31.
- 14.7 An Employee leaving on vacation, will receive his vacation pay together with his regular pay on the last regular day before his vacation commences.
- 14.8 Subject to the operational requirements of the Company, vacation due in any year must be taken in the calendar year and, based upon their seniority, employees shall be granted in increments of two weeks or their vacation within the calendar year. The Company agrees to endeavour to ensure that Employees receive some of their vacation during the summer months.
- 14.09 (a) All submissions for vacations shall be made in writing on form supplied by the Company before March 31 for the following nine (9) month period. These applications will be processed and approved subject to seniority provisions and posted by A p r i l 15. In the event that the Company requires to amend the vacation schedule after April 15, the effected Employees will be given thirty (30) calendar days' notice. The Company shall only amend the schedule to maintain an efficient work force within the bargaining unit.
 - (b) Pursuant to this Article, Employees who wish to take vacation between January 31 and March 31 in any calendar year must give thirty (30) calendar days' notice in writing of their intention to do so.
- 14.10 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior Employee shall have the preference.

ARTICLE 15 - HOURS OF WORK

15.1 The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be

construed as a guarantee or commitment by the Company to any Employee of a minimum or maximum number of hours to be worked per day, per week or per year.

- 15.2 The standard work week shall generally be from Monday to Friday and shall consist of forty (40) hours comprised of five (5) eight (8) hour shifts. The Company will discuss shift changes with the Union two (2) weeks prior to implementation except such changes in shifts or hours of work determined by operations of the Ontario Food Terminal.
- 15.3 The Company will grant one (1) fifteen (15) rest period, without loss of pay, and forty-five (45) minute unpaid lunch break.
- 15.4 An Employee who is called in at any time not previously scheduled shall, when possible, be given notice of same at least two (2) hours prior to reporting.
- 15.5 The Company agrees that in the event of shortage of work, employees will be requested via seniority for shorter hours. Failing acceptance, the most junior full-time employee will be relieved.
- 15.6 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.

ARTICLE 16 - OVERTIME

- 16.1 The parties to this Agreement recognize that the needs of the business may require the performance of overtime from time to time and Employees will co operate in the performance of such work. The Company will attempt to advise Employees of required overtime as far in advance as practicable.
- 16.2 Authorized work in excess of forty (40) hours in a week shall be compensated at time-and-one-half the Employee's regular straight time hourly rate.
- 16.3 All overtime must be authorized by the Company.
- 16.4 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime, or any other premium payment.
- 16.5 The Company, in recognition of an Employees' desire for flexibility in hours of work, will consider individual Employees' requests with respect to scheduling and will endeavour to accommodate such requests, provided that the efficient and economic operation of the Company shall not be impaired.
- 16.6 When overtime is offered, the Company will notify the Union steward of the

number of employees required. If a sufficient number of employees do not volunteer, the Union must provide employees to perform the work required, which will be assigned in reverse order of seniority. The Union consents to working overtime in such circumstances. Where overtime is unscheduled, employees will be given one hours' notice of the need to work overtime.

16.7 Overtime worked on a Sunday will be paid at time-and-one-half the Employee's regular straight time hourly rate. When overtime work is required, employees will sign up as per current practice.

Employees are eligible for overtime pay if they have worked more than forty (40) hours in the week. Entitlement to overtime on a Sunday will only be paid if the Employee works at least forty (40) hours in the period Monday to Saturday of the week following the Sunday worked. Entitlement to overtime pay will not be impacted if the employee has, during the relevant work week, been on approved leave under the Collective Agreement or for any hours which the Company sent the Employee home at its discretion.

ARTICLE 17 - NOTICE OF ABSENCE

17.1 Employees are required to attend work regularly. When unable to attend, the Employee must contact his supervisor as far in advance as possible of his scheduled starting time, giving the reason he is unable to attend work, the date of his expected return, and the details as to where he can be contacted during his absence. If the Employee cannot contact his supervisor, he must contact the Manager. An Employee may be required by the Company to substantiate the reasons for any absence.

ARTICLE 18 - BEREAVEMENT LEAVE

18.1 In the event an Employee shall suffer death of his immediate family, (parent, spouse's parent, spouse. children, brothers, sisters or formal legal guardian) he shall be granted a leave of absence extending from the date of death to and including the date of the funeral. Such employees shall be paid for each regularly schedule day of work that occurs during such leave of eight (8) hours at his regular straight time rate subject to a maximum payment for three (3) days, provided the Employee attends the funeral.

In the event of the death of an Employee's grandparent, spouse's grandparent, sister-in-law, brother-in-law, and grandchildren, the Employee shall be granted a leave of absence with pay for one (1) day if required to attend the funeral, provided the Employee does attend the funeral.

18.2 Where an Employee requires additional time in respect of a bereavement then additional leave shall be granted in accordance with Article 11.

ARTICLE 19-WAGES & CLASSIFICATIONS

- 19.1 Wages and Classifications shall be in accordance with the terms set out in **Appendix "A"** of this Agreement.
- 19.2 Employees shall be paid each week during working hours and no more than one (1) weeks' pay will be held back. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions.
- 19.3 Benefits to which employees are entitled are set out in Benefits Manual (the "Manual"), a copy of which has been provided to the Union. The parties agree that the Company's sole obligation with respect to benefits is the payment of the premiums. Any dispute with respect to entitlement to benefits is not subject to the Grievance Procedure.
- 19.4 The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension to the extent of the contributions as set out in **Appendix "B"** of this Agreement.

ARTICLE 20 - SPECIAL ALLOWANCES

- 20.1 The Company will pay, once every twelve (12) months, the cost of safety shoes or boots, up to a maximum of two hundred dollars (\$200.00), provided the Employee provides an acceptable receipt of such purchase to the Company.
- **20.2** Providing such space is available, the Company agrees to provide a lunch area and lockers to its Employees.
- 20.3 Full-time Employees shall be entitled to a Sick Bank entitlement of thirty-two (32) hours. A Physicians certificate of illness must be presented to the Company in order for such payment to be made for a continuous period of absence in excess of one (1) day. For clarification each hour of sick benefits is equal to an Employees' regular hourly rate. Any unused sick days shall not be accumulated or carried over past December 31 of the calendar year. Any unused sick day (hours) shall be paid out in the following January.
- 20.4 The Union acknowledges and agrees that any payments made to employees with respect to parking at the Food Terminal shall cease as of January 1, 2016.

ARTICLE 21 - DURATION

- 21.1 This Agreement shall become effective on October 28, 2018 and shall continue in effect up to and including October 27, 2025.
- 21.2 Either Party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.

Ratified on the 17th day of November, 2018.

SIGNED ON BEHALF OF THE THE COMPANY

SIGNED ON BEHALF OF UNION

Christopher Chiovitti

R. Chisholme

Ken Dean /

Romeo Courty

APPENDIX "A" WAGES & CLASSIFICATIONS (effective upon ratification)

A. WAREHOUSE

	Salary							
Employees by seniority			Oct. 28					
	Current	2018	2019	2020	2021	2022	2023	2024
Mike Pearce	\$21.00	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Romeo Courty	\$21.00	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Graziano Barbieri	\$21.00	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Derrick Arsenault	\$21.75	\$21.75	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Vince Dookie	\$21.00	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Duarte Rodrigues	\$20.65	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Corrado Grech	\$20.65	\$21.40	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Dan Mihalache	\$20.00	\$20.80	\$21.80	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80
Sonam Doejeey	\$16.50	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00	\$23.80

New Hire: \$17.50 Year 1; 5% increases per year until equal to other union members New Hire Starting Bonus: \$750; 20% increases per year until equal to other union members

Note: Bonus of \$1,350.00 for each employee from 2018 to 2022. Bonus will increase to \$1,700.00 in 2023 and 2024.

APPENDIX "B"

The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension to the extent of the contributions set out herein.

Effective January 1, 2019 and for the period from January 1, 2019 to October 27, 2023, the Company shall contribute a total of sixty (\$60) dollars per month on behalf of each bargaining unit employee who chooses to contribute to the Plan.

Effective October 28, 2023 and for the period from October 28, 2023 to October 27, 2025, the Company shall contribute a total of seventy (\$70) dollars per month on behalf of each bargaining unit employee.

The Company is only responsible for the monthly contributions as described above and for providing the information required to administer the Plan.

SCHEDULE A

SUMMARY OF PENSION PLAN

PENSION PLAN:

The Teamsters Pension Plan was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the Company(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 COMPANY: The company is only responsible for, and its' liability is limited to, remitting the contribution rates and providing the pertinent information to the designated insurance carrier required to administer the Pension Plan as specified under Appendix B.

It is understood that the Company shall be relieved of any and all obligations in regard to the Teamsters Pension Plan, and its administration, save and except the contributions set out in Appendix B. The Union agrees to indemnify and save the Company harmless form any claims, actions or penalties rising from the pension plan and its administration.

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 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 individual Members' Accounts. Each member will have an individual account set up with the Insurance carrier. It is similar to an RRSP except that an annuity (monthly pension) or Life Income Fund (LIF) must be purchased to provide for a monthly pension income at retirement.

Members' Accounts are administered as follows:

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Members Account and invested by (a) professional investment manager(s) as selected by each member.
- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

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

Vesting:

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

Retirement:

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

Termination:

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

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

Pre-Retirement/death:

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

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

A benefit plan summary (booklet) will be provided by the insurance carrier.

LETTER OF UNDERSTANDING #1: CROSS-TRAINING

The Company agrees to cross train all Full-time Employees in all aspects of job assignments performed by bargaining unit members at **Chiovitti Banana** at the **Ontario Food Terminal.**

Ratified on the 17th day of November, 2018.

SIGNED ON BEHALF OF THE COMPANY

SINGED ON BEHALF OF UNION

Christopher Chiovitti

R. Chisholmes

Ken Dean

LETTER OF UNDERSTANDING #2: PRODUCT

The Company may, at its discretion, provide employees with the opportunity to take certain product home without cost to the employee.

The decision is at the discretion of management and in accordance with its methods and procedures of distribution of such product. No employee shall have any right to expect free product, damaged or otherwise, as a result of his or her employment with the Company.

Employee are not entitled to take product home of any kind without the express consent of management.

Ratified on the 17th day of November, 2018.

SIGNED ON BEHALF OF THE COMPANY

SINGED ON BEHALF OF UNION

Christopher Chiovitti

R. Chisholmes

Ken Dean

LETTER OF UNDERSTANDING #3: PRACTICES

It is understood that any and all practices in place prior to the ratification of the Collective Agreement shall cease without further notice and are not binding upon either party.

Ratified on the 17th day of November, 2018.

SIGNED ON BEHALF OF THE COMPANY

SINGED ON BEHALF OF UNION

Christopher Chiovitti

R. Chisholmes

Ken Dean K

Letter of Clarity Of Understanding #4 - Re Hours of Work

Time worked on a scheduled day off is not eligible for overtime. However, the Company will agree to the following overtime payments in accordance with the current schedule, which are provided at the discretion of the Company. This schedule/practice may be brought to an end by the Company by providing the Union with two (2) weeks' notice:

- i. Time worked on Sunday will be paid at 1.5x the Employees' regular straight time hourly rate;
- ii. Work on a Saturday, even if the Saturday occurs on the Employees' regularly scheduled work day, will be paid at 2x the Employees' regular straight time hourly rate; and
- iii. If a Public Holiday, as set out in this Collective Agreement, falls on a Friday or Monday, any Employee who is scheduled to work on the Sunday of that week (i.e. before or after the Public Holiday) will be paid at 2x the Employees' regular straight time hourly rate; and
- iv. An employee, unless he/she agrees to do so, will not be required to work three (3) consecutive days on a weekend where the Public Holiday falls on a Friday or a Monday.

In the event the Company changes or ceases this practice (with notice as set out in this letter) the Company shall ensure that management does not perform bargaining unit work except in an emergency or where there are not sufficient bargaining unit employees to perform the work.

Except as otherwise provided in this letter, overtime in accordance with this practice will only be paid if the Employee has worked more than forty (40) hours in the applicable week. If, however, the Employee is on an authorized sick day, this provision will not apply.

Ratified on the 17th day of November, 2018

SIGNED ON BEHALF OF THE COMPANY

SINGED ON BEHALF OF UNION

Christopher Chiovitti

R. Chisholme

Ken Dean /

Romeo Courty

35722638.3

LETTER OF UNDERSTANDING

BETWEEN:

CHIOVITTI BANANA CO. LTD (the "Company")

-and-

TEAMSTERS LOCAL UNION NO. 419 (the "Union")

The Union and Company are parties to a Collective Agreement with a term from October 28, 2018 until October 27, 2025. (the "Collective Agreement").

Article 14.8 of the Collective Agreement provides as follows:

"Subject to the operational requirements of the Company, vacation due in any year must be taken in the calendar year and, based upon their seniority, employees shall be granted in increments of two weeks or their vacation within the calendar year. The Company agrees to endeavour to ensure that Employees receive some of their vacation during the summer months."

The parties agree that as long as the employee meets the criteria set out in 14.8, specifically that they have the requisite seniority and subject to the operational requirements of the Company, employees entitled to take three (3) weeks' vacation may at the discretion of the Company be approved to take such vacation in consecutive weeks as long as such vacation is not in May, June, July and August.

The parties agree that this Letter of Understanding will expire automatically without further notice on October 27, 2025 and may be executed in counterpart.

Signed this

__ day of June, 2019.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF UNION

Christopher Chiovitti

Ken Dean

R. Chisholme





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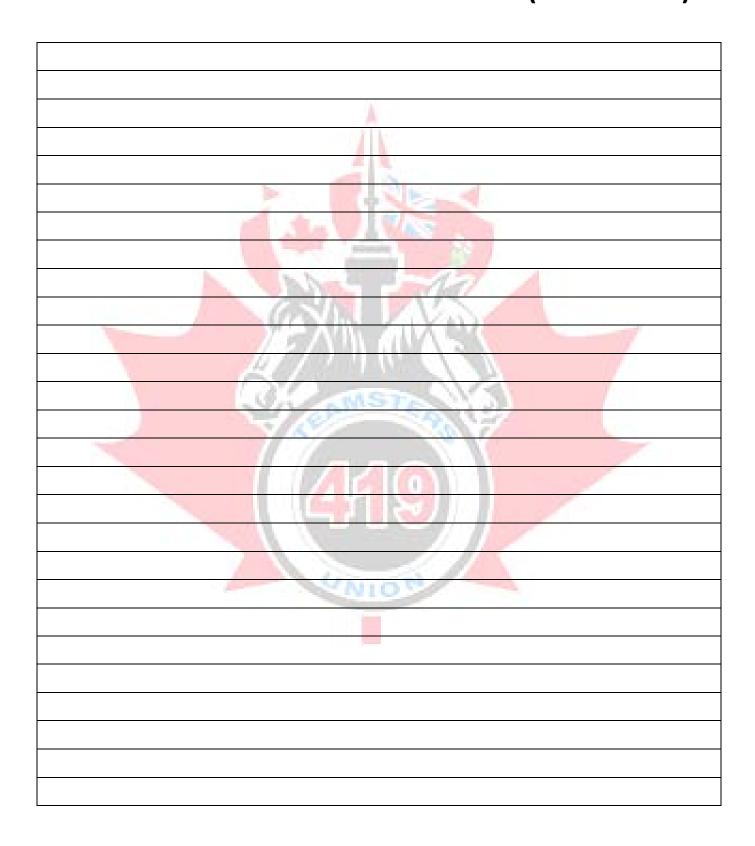
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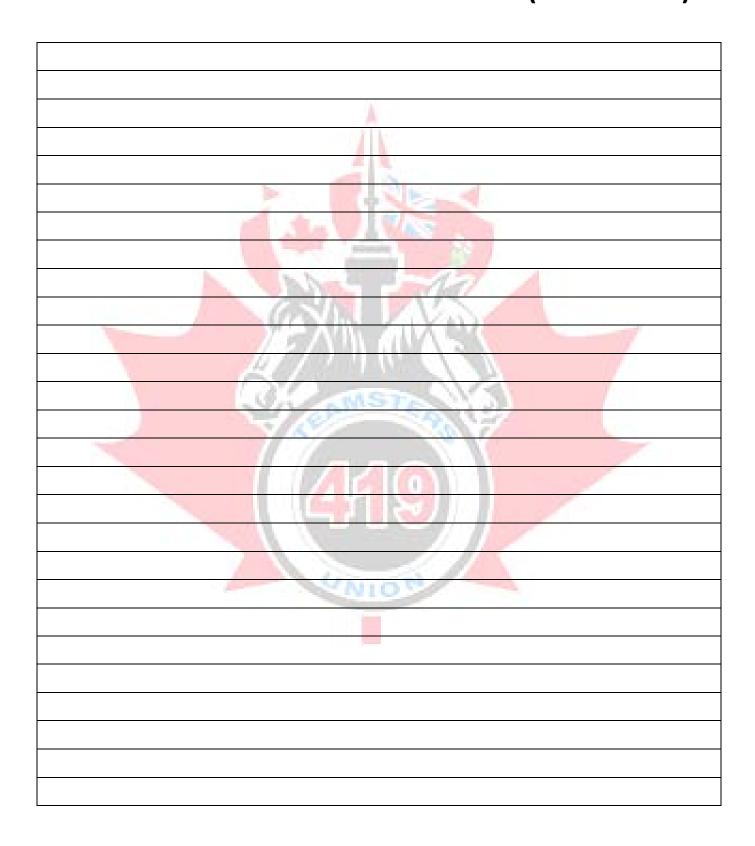
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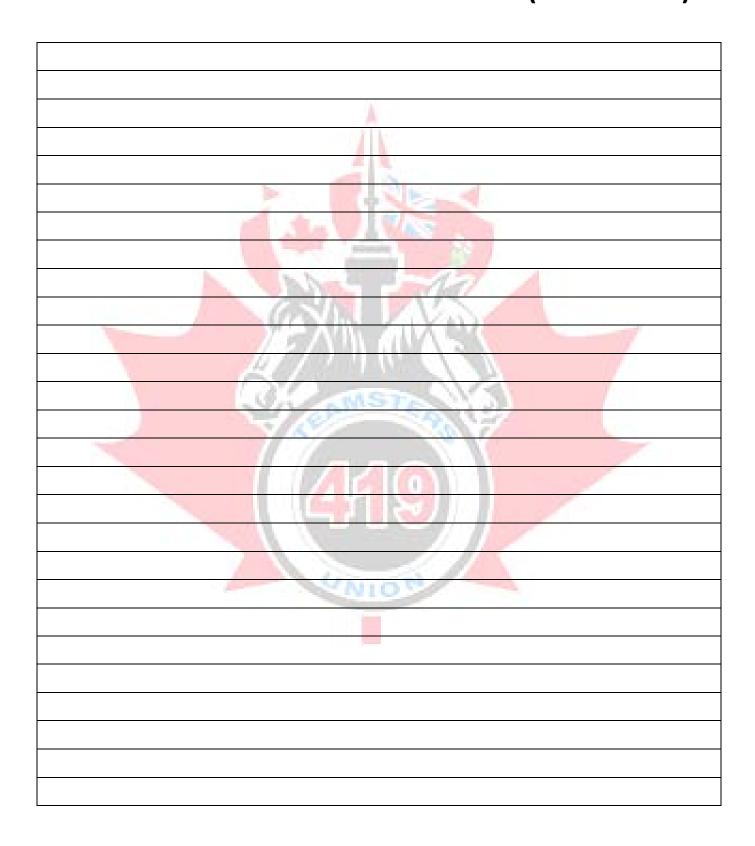
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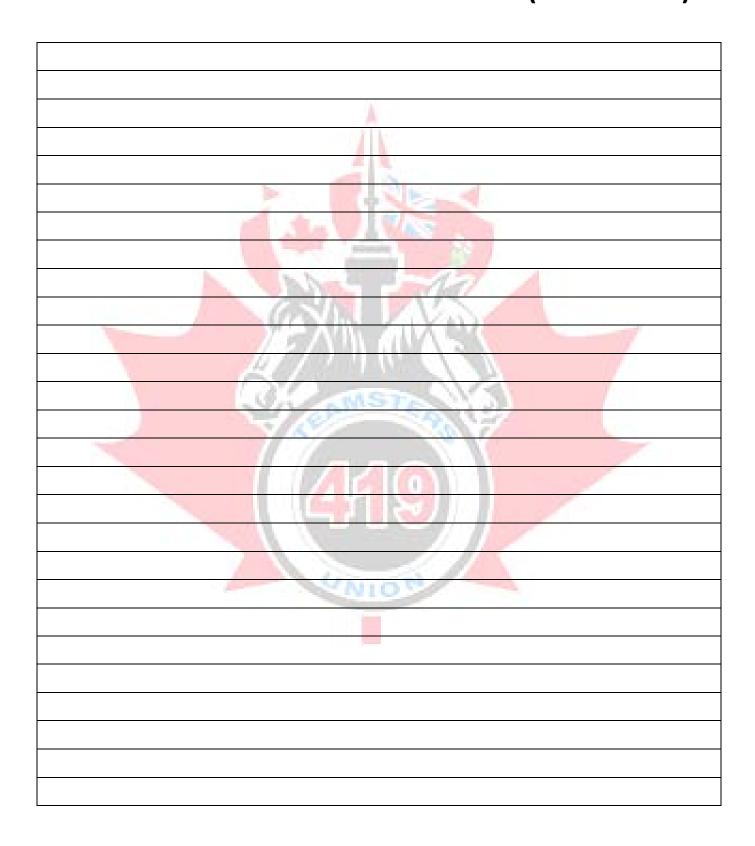
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Name:	
Address:	
Phone:	
Work Address:	
Work Phone:	
Union Steward:	
Phone:	

Teamsters Local Union No. 419

1890 Meyerside Drive Mississauga, Ontario L5T 1B4

Recording Secretary / Business Agent: Ken Dean

Office: (905) 670-4190 x226

Fax: (905) 670-4957

Cell: 905-933-3178

Email: ken@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract







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