



**Collective Agreement  
Between**

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

**And**

**Confederation Freezers  
(A Division of Sterling Packers Limited)  
Nugget & Summerlea Plants**  
(hereinafter referred to as the "Company")

**July 1, 2023 to June 30, 2026**



***Confederation Freezers***

# IMPORTANT

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

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

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

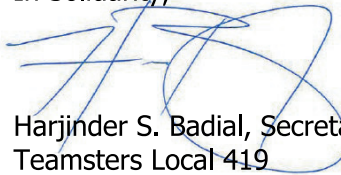
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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

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

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

In Solidarity,



Harjinder S. Badial, Secretary Treasurer  
Teamsters Local 419

# **LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419**

**To all bargaining unit employees of  
Confederation Freezers Inc. (Warehouse)**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

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

## STAFF

<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Accounting</b>	<b>RANEM DHALIWAL</b>
<b>Union Dues</b>	<b>KAREN CANN</b>



***“In Solidarity We Rise”***

# Teamsters Historical Overview



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

**Teamsters Canada  
125,000 Members**

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

# Teamsters Local Union 419

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

**Teamsters Local Union 419 includes members in the following industries:**

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

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



# Teamsters Local Union 419

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

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

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



## WHAT DO YOU GET FOR YOUR UNION DUES?

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

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



## **WHO IS YOUR UNION STEWARD?**

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

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

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

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

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

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

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

## **Interviews or Investigations**

### **As a Teamster Member,**

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

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

**1) Demand union representation:**

Ask for Union representation before the interview.

**2) Refuse to proceed without union representation:**

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

**3) Union representation is a fundamental right:**

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

### **What should you say:**

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

### **This is what your Steward can do for you:**

Union representatives when summoned to the interview will:

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

# **OCCUPATIONAL HEALTH & SAFETY LAW**



# **THE OCCUPATIONAL HEALTH AND SAFETY ACT**

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

## **Employer's Duties**

Among other things the employer must:

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

## **Supervisor's Duties**

The Supervisor must:

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

## **Workers' Obligations**

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

## **Workers may not:**

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

## **The Right to Refuse Unsafe Work**

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

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

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

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

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

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

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

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

1.02 Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every two months, the chair rotates; the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "B" of this Agreement.



**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees at the Company's Summerlea and Nugget and Precidio warehouses engaged in Brampton, Ontario, save and except foremen, persons above the rank of foreman, office and sales staff.

It is understood and agreed that, except as specifically referenced in the collective agreement, the Company's practices for engaging agencies, contractors and non-bargaining unit personnel to perform lumping, sorting, packing and labelling do not constitute a breach of this Article or the collective agreement. It is understood and agreed that this paragraph does not constitute a complete list of contracted services purchased by the Company and excluded from the bargaining unit.

In the event that the Company builds or opens a new warehouse within the jurisdiction of the Union, being highway 25/Bronte Road to the West, Courtice Road to the East, Lake Ontario to the south, and Highway 9 and up to Orillia to the North, the Company shall recognize Teamsters Local Union 419 as the exclusive bargaining agent for all employees of the Company save and except supervisors, persons above the rank of supervisor, office, clerical, sales staff and drivers.

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The parties agree that they shall negotiate a new Collective Agreement for the said facility. An employee working within the Summerlea, Nuggett or Presidio warehouses may transfer to the new facility in the event that they are displaced from their employment, or they may accept a severance as set out in the Collective Agreement. If they choose to transfer, they shall carry their seniority to the new facility and shall be given the terms and conditions within the Collective Agreement that their seniority provides.

- 2.02 It is understood that the operation and Management of the Company shall be vested in the Company subject to the provisions of the Agreement and the bargaining rights of the Union.
- 2.03 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the feminine gender is used in this Agreement, it shall include the masculine gender.
- 2.04 Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.
- 2.05 Work normally performed by bargaining unit members shall not be performed by supervisors or those above the rank of supervisor, except for:

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- (a) For the purpose of investigation, inspection and training;
- (b) unforeseen circumstances beyond the control of the Company;
- (c) cases where insufficient number of qualified bargaining unit members accept overtime.

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

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

2.08 Though such work shall not fall within the scope of the bargaining unit, the Company will offer lumping work, at rates paid and on terms offered to lumpers, to bargaining unit personnel on lay off, prior to hiring lumpers to perform such work. If any laid off employee declines five or more lumping opportunities within a month, the employer need not offer further lumping opportunities to said employee during that month.

Though such work shall not fall within the scope of the bargaining unit, if the Company engages in direct

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hire of workers to perform sorting, packing and/or labelling work, the Company will offer such work, at rates paid and on terms offered to such workers, to bargaining unit personnel on lay off, prior to hiring outside workers to perform such work. If any laid off employee declines five or more such opportunities within a month, the employer need not offer further opportunities to said employee during that month.

When the Company uses non-union lumpers to unload or load containers their job function shall be to bring product from the container to the dock and/or from the dock to the container. They may utilize machinery to perform their job function and the shift supervisor shall be responsible to ensure that the lumper knows how to use the equipment safely.

Non-union sorters, packers and labellers shall limit their movement of product and pallets to their core work assignment and work area.

- 2.09 In the unlikely event the Company was ever to permanently discontinue operations at the Summerlea facility, and employees were to be permanently laid off as a result, then the Company would make voluntary separation packages available to employees working at any of the buildings covered by the Collective Agreement at the time of the closure, in order of seniority. The number of voluntary separation packages to be offered would not exceed the number of employees being permanently laid off. The voluntary

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separation package would equal the lesser of: (i) the employee's severance entitlements determined in accordance with the chart set out in Article 12.10; or (ii) \$52,000.

**ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

3.01 The management of the business, and the direction of the working force, including the right to plan, direct and control operations, hire, suspend, transfer, promote, demote, discharge and discipline, shall be the exclusive right of the Company subject to the provisions of this Agreement.

**ARTICLE 4 - UNION SECURITY**

4.01 All employees who are presently employed by the Company as a condition of employment, obtain 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 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In

## Teamsters Local Union No. 419 and Confederation Freezers

addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Union Steward as part of the induction training program.

- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.
- (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.

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(b) Twelve (12) check offs per year (calendar month).

Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.

4.05 The Company will list the annual Union dues paid by the employee on his Income Tax Return Slip (T4).

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.

4.07 The Company shall deduct an amount equal to Union Dues from sorters, lumpers, Students, or Part-time employees who work 24 hours in a calendar month, but are exempt from paying Initiation Fee.

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

**ARTICLE 5 - UNION REPRESENTATION**

5.01 The Company recognizes the right of the Union to appoint or elect one (1) shop steward per shift in each plant to assist the employees with the presentation of their grievances to the Company. The Company also recognizes the right of the Union to

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appoint or elect one (1) steward to represent each of the following groups: (i) mechanic/millwright/maintenance; and (ii) engineers.

5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Collective Agreement and within five (5) days of any change of employees appointed to so act during the term of the Collective Agreement.

5.03 The privileges of stewards to leave their work without loss of basic pay to attend to Union business, including the renewal of the collective agreement is granted on the following conditions:

(a) such business must be between the Union and the management.

(b) the time shall be devoted to the prompt handling of necessary Union business.

(c) the steward concerned shall obtain the permission of the supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld.

(d) the time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.



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- (e) the Company reserves the right to limit such time if it deems the time so taken to be unreasonable. The Company will pay for any reasonable time used by the shop stewards in handling grievances and during negotiations with the Company which occur during working hours.
- (f) New employees are to be introduced to a Shift Steward and shall be allowed twenty (20) minutes to have explained to them the role of the Union in the workplace.

5.04 Authorized representatives of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating the working conditions and ascertaining that this Agreement is being adhered to, provided, however, that the Company is notified beforehand and that there is no interference with operations.

5.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

## Teamsters Local Union No. 419 and Confederation Freezers

- 5.06 The Company agrees, with prior written notice, to recognize any employees, appointed by the Union Stewards, to act as alternate Stewards to assist in the presentation of grievances, in the event that the Steward is absent from work.
- 5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.
- 5.08 The Union shall be copied on all correspondence regarding letters of discipline and all posting notices.

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the 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 address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity

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to adjust his complaint with the assistance of the Steward if required, within seven (7) calendar days of the occurrence or the date of discovery thereof.

6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement.

6.04 Step One

Any grievance of an employee shall first be taken up between such employee, his Shop Steward and his Supervisor, within seven (7) calendar days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) calendar days.

6.05 Step Two

Failing settlement under Step One, the matter will be taken to Step Two. The Union designate shall be the Business Agent, and the Company designate shall be the senior person responsible for the function or his designate. The grievance may be resolved by agreement and the decision shall be final and binding. Such meetings shall be conducted monthly. The

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Grievor and his steward shall be present and will not suffer loss of wage as a result of their attendance.

6.06 General Provisions

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

6.07 Extension of Time Limits

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

6.08 Discharge or Suspension Notice

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If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within Twenty-four (24) hours, giving the reasons for such discharge or suspension.

### 6.09 Discharges and Suspensions

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

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

### 6.11 Stewards' Representation

A Steward shall be present at any disciplinary meeting. The Company shall administer discipline in a face-to-face meeting with the employee concerned and a Steward present, failing which the discipline shall be null and void unless the employee fails, after being provided a reasonable opportunity to do so, to attend the disciplinary meeting in which case the

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employee will be deemed to have abandoned their employment, unless the employee is unable to attend the meeting for reasons beyond his control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

### 6.12 Employee's Record

Any disciplinary action in respect of an employee shall not be based on any item in his disciplinary record which has been on file for more than twelve months, provided there has been no reoccurrence of a similar nature. This clause does not apply to infractions under article 18.

- 6.13 If a record of discipline is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within fifteen (15) days of the event giving rise to the warning. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the fifteen (15) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be

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given out on the first day the employee is actively at work. If circumstances warrant, the Company may request an extension of such time period, which extension shall not be unreasonably denied by the Union.

- 6.14 Any employee, with seven (7) days notice and on his/her own time, shall be allowed to inspect his/her own personnel file once per calendar year. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall also be permitted to inspect the personnel file of the employee upon reasonable notice of such request.
- 6.15 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.
- 6.16 Where no answer is given within the time limits specified in the grievance procedure, the grievance shall be entitled to be submitted to the next Step in the grievance procedure.

### **ARTICLE 7 - ARBITRATION**

- 7.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration

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as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.

- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Ministry of Labour in accordance with the Ontario Labour Relations Act.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with provisions of this 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 of Labour.



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7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

7.07 The Company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

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

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

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

8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Collective Agreement. The words

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“strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

- 8.02 It shall not be a violation of this Agreement if employees refuse to cross approved picket lines. Approved picket lines means those picket lines which are approved by the Union and lawfully located at the Company's access. The Union will only approve picket lines where employees, for reasonable cause, fear that they may be physically harmed by the picketers.

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

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

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<b>Classification</b>	<b>Current Market Adjusted Rate</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
Warehouse (Freezer Location)	\$30.72	\$32.26	\$33.87	\$35.56
Engineer/Forklift Mechanic /Millwright	\$36.50	\$38.32	\$40.24	\$42.25
Janitor	\$30.72	\$32.26	\$33.87	\$35.56
General Labour	\$24.95	\$26.20	\$27.51	\$28.88
Maintenance	\$31.41	\$32.98	\$34.63	\$36.36

9.02 Any new employees shall be paid a new hire rate as follows:

1. During first 2 years                      75% of prevailing rate
2. Start of 3<sup>rd</sup> year of service            85% of prevailing rate
3. Start of 5th year of service            As per Article 9.01

\* Current employees with less than 5 years of service would be increased to 100% of the prevailing rate as of July 1, 2023. All employees hired after date of ratification would be subject to progression schedule outlined above.

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- 9.03 (b) Employees will be paid by direct deposit on a bi-weekly basis, in arrears.
- (c) In the event a Company error results in a pay shortage of more than \$250 for an employee, the Company will make all reasonable efforts to ensure that the difference is paid to the employee within three (3) business days of the date the employee brings the shortage to the Company's attention.
- 9.04 It is understood that the shift premium is an integral part of the employee's wage rate and therefore is payable for stats, floaters, sick days, vacations, jury duty, bereavement, training and union business. Overtime will not be applied to the shift premium.
- 9.05 When the job functions are changed or developed for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate of pay with the Union. If the parties fail to agree on the matter, the matter shall be resolved through the arbitration procedure.
- 9.06 Shift Premium
- Effective on ratification, employees who are assigned to the afternoon shift shall be paid a shift premium of one dollar (\$1.00) per hour for all hours

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worked while on that shift.

Effective on ratification, employees who are assigned to work the night shift shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked while on that shift.

### State of Emergency Premium

If the provincial government enacts a lock down or stay at home order that requires all non-essential businesses to close, and the Company is allowed to continue operations nonetheless, then all employees that work during said time will receive a special premium of \$2.50 for every hour worked over a maximum period of 26 weeks or the date the above referenced lockdown or stay-at-home order is lifted. Overtime will not be applied to this premium.

### 9.07 Boot and Clothing Allowance

The Company will provide each employee with a freezer suit (-50 C) every two years. Freezer suits will be subject to manufacturer's warranty. New suits will be issued two years from the date each employee received their last suit. Replacement suits can be purchased from the Company at cost.

The Company agrees to pay each employee, at the

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beginning of the contract year, an annual allowance for insulated clothing in the amount of four hundred dollars (\$400). The employees shall provide all suitable insulated clothing with the said allowance, including insulated safety boots, coveralls and all other equipment required to work in sub-zero environment. Such clothing must be maintained in a neat and tidy condition and where employees do not wear attire they may be disciplined by the Company. Prior to the start of each contract year, an employee may elect to be provide with \$400 in-store credit at Marks' Work Warehouse in lieu of the above allowance, which the employees can use to purchase pre-approved items at a discount.

### 9.08 Tools

The Company shall supply such tools as it deems necessary for employees to perform their job duties.

### 9.09 Lead Hands shall be paid a \$1.50 per hour premium.

### 9.10 The company shall pay a gas mileage allowance of .68 cents per km to any mechanic / maintenance employee who uses their own vehicle for work purposes at the request of management. Reimbursement requests must be submitted no more frequently than monthly and no less frequently than quarterly, supported a log.

**ARTICLE 10 – STATUTORY HOLIDAYS**

10.01 The following statutory holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Day before New Year's Day

For each department, the Company shall advise the Union one (1) month prior to the holiday date which calendar day shall be considered the holiday under this agreement.

10.02 Payment for such holidays shall be based on the employee's regular rate of pay he would normally have earned on such day. The employee's work week shall not be changed as a result of a holiday.

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

To confirm, Holiday pay owed to each employee (as per 10.02) will be paid out as part of each employee's pay for the pay period in which the Holiday falls and

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cannot be banked.

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

10.05 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at double (2) times the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.

10.06 If a Holiday falls on an employee's day off, he shall be entitled to an additional day off with pay on his next regularly scheduled work day or a mutually agreed upon day.

To confirm, Holiday pay owed to each employee (as per 10.02) will be paid out as part of each employee's pay for the pay period in which the Holiday falls and cannot be banked.

10.07 In order to be entitled to payment for statutory holidays, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday unless absent with permission of the management. A valid doctor's certificate presented by the employee on his return



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will be given positive consideration by management as proof of illness.

- 10.08 Employees who are in receipt of Workers' Compensation benefits or sick leave benefits shall not be entitled to statutory holiday pay as outlined in 10.01. However, the Company for a period of up to nine (9) months when an employee is absent on workers compensation or on sick leave agrees to pay the difference between what they are already receiving and what they would have received had they qualified under 10.07 above. Any required adjustments will be calculated on a quarterly basis.

### **ARTICLE 11 – VACATIONS**

- 11.01 Choice of vacation periods will be based on seniority provided it does not conflict with the Company's need to maintain an efficient work force.
- 11.02 The basis for payment of vacation pay and length of vacation will be as follows:

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Length of Service	Vacation Entitlement
Less than one (1) year	One (1) day's vacation with pay for each full calendar month of employment in the previous year up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings.
One (1) year or more but less than five (5) years	Two (2) weeks
Five (5) years or more but less than ten (10) years	Three (3) weeks
Ten (10) years or more but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years or more but less than twenty (20) years	Five (5) weeks
Twenty (20) years or more but less than twenty-five (25) years.	Six (6) weeks
Effective January 1, 2024, employees with "Twenty-five (25) years or more" will be entitled to.	Seven (7) weeks

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11.03 Payment for vacations will be at two per cent (2%) of an employee's gross weekly earnings from employment for each week of vacation. Employees with thirty (30) years or more of completed service will receive 14% vacation pay.

Note: Any employees previously at 14% shall be red circled and continue collecting 14% vacation pay.

11.04 At the employee's option, vacation entitlement can be taken in increments of single days providing it does not interfere with other employee vacation requests for a week. Engineers vacation requests should be made with as much advanced notice as possible and must be filed with the chief Engineer no less than 3 days in advance of the start of the requested vacation period.

11.05 Vacations due in any year must be taken during the calendar year subject to the following. Employees with a year or more of seniority must take the greater of two weeks or their full entitlement less a week of vacation subject to the right of employees who miss three consecutive months or more of work due to illness, injury or statutory leave having a right to take a pro-rated vacation only. The Company shall post separate vacation schedules in each plant by November 15<sup>th</sup> of each year in order that employees may bid for their vacation period for the following calendar year. Employees at one plant shall not be entitled to bid for vacations at the other plant and the

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allocation of the vacation periods shall be by plant in accordance with seniority. The company shall confirm all vacation requests by no later than January 15<sup>th</sup> of the vacation year.

Once Vacation has been allocated, it can only be changed or cancelled if all the employees on that shift are first given the opportunity to take the vacation time being changed or cancelled, in order of seniority.

Employees are entitled to no more than two (2) weeks of vacation time during prime time, which is June 15th through September 15th of the vacation year, except when there are available weeks during that prime time period, in which case an employee, by seniority, may exceed the two week rule.

The number of employees allowed on vacation at a time is as follows:

Warehouse Day Shift	2 per building
Warehouse Afternoon	2 per building
Warehouse Night Shift	2 per building
Maintenance Department 1 Engineers	1 per building
Forklift Mechanics Dept.	One less than the employee complement
Weekday 12 Hour Shift	1 per building

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To confirm, the existing 12 hour weekend shifts will be treated as a single shift for vacation purposes and the current practice for scheduling vacation on these shifts will be maintained (i.e. no more than 1 employee per building, if 8 or fewer employees on a shift). Despite the above, in the event there are 5 or fewer employees on a shift, no more than 1 employee will be allowed to take vacation at a time.

Employees will be permitted to book single days of vacation or schedule personal days, provided that the number of employees off work on any given day will never be more than the permitted complement provided for above, plus one (1). Despite the above, in the event there are 5 or fewer employees on a shift, no more than 1 employee will be allowed to take vacation at a time. To confirm, employees on an 8 hour shift can only book a maximum of 3 consecutive single days of vacation. Employees on a 12 hour shift can only book a maximum of 2 consecutive single days of vacation.

- 11.06 Total earnings shall include vacation pay paid.
- 11.07 The Company agrees that all statements of vacation pay entitlement shall be broken down to identify entitlement and deductions.
- 11.08 Vacation pay will be paid out as follows:

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- (a) Subject to the right to take draws provided for below, employees shall receive vacation pay at the time he takes vacation leave such that there will be no disruption in regular earnings;
- (b) an employee will be permitted to request draws from their accrued vacation pay during the course of the year, provided requests for such draws are made by no later than the Thursday prior to the start of the pay period in which the payment is to be made (i.e. 3 weeks prior to the date of payout).

If the amount drawn pursuant to (b) above results in an employee not having sufficient vacation pay to cover their remaining vacation for that year, the balance of the employees vacation in that year will be unpaid.

As of December 31st of any calendar year, an employee's vacation accrual shall not exceed the greater of: (i) \$4,000; or (ii) \$1,000 multiplied by the number of weeks' vacation the employee is entitled to under Article 11.02. Accrued entitlements in excess of this amount will be paid out on or before February 28<sup>th</sup> of the following calendar year.

11.09 Any employee whose employment is terminated for any reason whatsoever shall receive his full outstanding vacation pay.

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11.10 Lost time while receiving WSIB or sick benefits shall, for the purpose of calculating vacation pay, be taken as if the employee has been paid his full regular rate of pay during such absence. Makeup pay shall only apply only within a vacation year where the employee has worked at least one hundred and sixty (160) hours.

**ARTICLE 12 - SENIORITY**

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

12.02 Probationary Period

(a) Notwithstanding anything in this Agreement, an employee shall be on probation until he has completed seven hundred and twenty (720) hours. A probationary employee may be terminated in the sole discretion of the Company. In any grievance concerning a termination of a probationary employee the arbitrator shall have no jurisdiction to overturn the termination or modify the penalty in any way unless the Union establishes that the discharge was made in bad faith. After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.

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- (b) The probationary period is defined as the initial seven hundred and twenty (720) hours of a new employee. It provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.
- (c) Where two or more new hires have the same seniority date (e.g. hired on the same day) and there is a need to establish which employee(s) has greater seniority for any purpose under the collective agreement, this will be done using the last 3 digits of their SIN number, with the lowest number having more seniority (e.g. 207 would have greater seniority than 805).

### 12.03

#### (a) Bumping Rights

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Should the workforce be reduced on any shift, employees on that shift shall have the right to stay by order of seniority or bump a junior employee on another shift or in another building, skill and ability on being sufficient. Should a bump occur, the same process will be repeated until no further bumps are available based on seniority, at which point the bumped employee shall be laid off.



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

### (b) Lay-off Notice

Employees with 720 working hours of service or more will be given five (5) working days' notice or a week's pay in lieu of notice prior to any layoff. If the employee is scheduled to work for the five (5) days, he must do so in order to qualify for any pay. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

### (c) Lay-off Benefits Coverage

The Company shall pay the Health & Welfare Benefits (for the benefits listed below) as described in Appendix C for two (2) calendar months following the date of lay-off.

- Prescription Drugs
- Vision Care
- Dental

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

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- 12.05 Seniority lists will be revised each three (3) months. A copy of the list will be posted in each warehouse and a copy given to the Union. All lists will include the employee's name and classification.
- 12.06 Temporary Recall
- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;
  - (b) When temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees.
  - (c) A laid-off employee who works a minimum of eighty (80) hours in a calendar month shall qualify for the benefits listed in Article 12.03 for the following calendar month.
  - (d) Notwithstanding Article 12.09(6) herein, a laid-off seniority employee who works a minimum of eighty (80) hours in a calendar month shall be deemed to have been recalled solely for the purpose of retaining his seniority.
- 12.07 When it is necessary to lay off employees, part-time employees, probationary employees and students will be laid off first, then layoffs and recalls shall be on the basis of seniority providing the employees who

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remain or are recalled are capable of handling the jobs that are available.

12.08 The Shop Stewards shall be the last employees laid off, and their lay off shall be in reverse order of their respective seniority within a shift within a building.

12.09 Loss of Seniority

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

- (1) if an employee Quits or retires from the employ of the Company;
- (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) Is absent from work for three (3) consecutive working days without notifying the Company within that period, unless the failure to report is due to circumstances beyond the employee's reasonable control;
- (4) Fails to return to work upon the termination of an authorized leave of absence, unless the failure to report is due to circumstances beyond the employee's reasonable control.
- (5) failure of an employee to report for work within one (1) week when recalled by the Company

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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 a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;

- (6) He is laid off for a period of Thirty-Six (36) months or his length of service, whichever is least.
- (7) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (8) absence due to accident or illness which continues for the greater of 12 months or the employee's seniority as of the date the absence commenced.
- (9) Notwithstanding (8) above, on the entry of an employee into the Workplace Safety and Insurance Board Labour Market Reentry program.

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12.10 Employees shall have the following severance pay requirements, when they otherwise meet the definition of "severed" under the Employment Standards Act:

Completed Years of Service	Weeks of Severance Pay
1 to 5 Years	1 1/2 weeks per full completed year of service
Over 5 years	2 weeks per full completed year of service
Over 15 years	3 weeks per full completed year of service
Effective July 1, 2022, Over 30 years	4 weeks per full completed year of service

Except as modified above, all other terms and conditions in regards to severance pay as provided for in the Employment Standards Act shall apply.

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

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12.12 An employee who is promoted to a position outside of the bargaining unit will continue to accumulate seniority for six (6) months. If the employee requests a return to the bargaining unit or is demoted for any reason within the six (6) month period, he will retain his accumulated seniority. If he does not return to the bargaining unit within six (6) months for any reason, he will forfeit all seniority.

**ARTICLE 13 - JOB POSTINGS, PROMOTIONS,  
TRANSFERS**

13.01 When a permanent fulltime vacancy or new job occurs, the following procedure shall apply:

(a) The vacancy shall be posted by bulletin for three (3) working days. It will be filled not later than ten (10) working days thereafter and it will be filled in accordance with the requirements of paragraph (f) below.

(b) Applications for job vacancies shall be made in writing by interested employees within the three (3) working day period; however, in the case of employees who have been absent for the full three (3) day period the Company shall attempt to contact such employee at the phone number which such employee has left on file with the Company. Two attempts by phone shall be made to reach such employee; such attempts shall be

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made in the presence of a union steward or should a steward or alternate steward not be at work at the time, in the presence of another employee.

(c) A list of applicants shall be given to the steward at the close of bidding.

(d) Vacancies resulting from the filling of the first vacancy will not be posted, but will be automatically filled by the Company in accordance with the requirements of paragraph (f) below.

(e) When the Company fills a vacancy resulting from the first posting, the steward will be given the name of the transferred employee.

(f) In filling a job opening, the Company will consider:

(1) seniority;

(2) skill and ability.

The Company shall first consider skill and ability and where in the judgment of the Company the skill and ability are relatively equal seniority shall govern. The judgment of the Company shall not be exercised in an arbitrary or discriminatory manner.

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(g) An employee who feels that he has not been given due consideration when job vacancies are filled has the right to file a grievance and have his case decided through the grievance and arbitration procedures.

13.02 When the Company is aware of any temporary vacancy of more than five (5) days in a job classification at a plant, such vacancy shall be offered on a top down seniority basis to the qualified employees bargaining unit wide. If such positions exceed 60 days, they must be posted as full-time positions, except as provided in article 13.07 below.

13.03 When a vacancy of five (5) working days or less occurs the Company shall fill such vacancy in an efficient manner. However, where, in the Company's view, it is practicable to do so, the Company will fill such vacancy in a like manner to that set out in Article 13.02.

13.04 An employee, who is temporarily transferred at the request of the Company to another classification, will receive his own rate or the rate for the other classification, whichever is the higher.

13.05 When the Company fills a vacancy under this clause, the name of the successful employee will be provided to the steward for posting.



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- 13.06 In the engineering department, temporary vacancies of five days or more may be filled through the use of relief engineers.
- 13.07 Any job which is vacant because of illness, accident, vacation or leave of absence will be posted as a temporary, rather than a permanent vacancy.
- 13.08 When an employee is to be transferred from one building to the other building the transfer shall be made by seniority.

**ARTICLE 14 - LEAVES OF ABSENCE**

- 14.01 An employee shall be allowed a single leave of absence of up to thirty (30) calendar days per year without pay for personal reasons, if:
- (a) the employee requests such leave in writing from the Company;
  - (b) the leave is for a good reason and does not interfere unduly with operations;
  - (c) the employee has at least one year's seniority.
  - (d) the employee has exhausted all vacation entitlements prior to commencing the leave.
  - (e) such leave shall be no less than five days.

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14.02 The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario.

14.03 In the event of the death of a member of an employee's immediate family, an employee who has completed his probationary period will be granted five (5) days of bereavement leave, during which time he will receive his regular pay. The term "member of an employee's immediate family" means spouse, child, mother, father, brother, sister, mother or father-in-law, or grandchild. In the event of the death of an employee's grandparent, brother-in-law, sister-in-law or grandparents-in-law, an employee who has completed his probationary period will be granted three (3) days of bereavement leave, during which time he will receive his regular pay.

The above leaves must be taken on consecutive working days and must commence within seven days of the date of death. The above will not preclude the Company from granting an unpaid extension of this leave, at its discretion.

In cases where the memorial ceremony, funeral or similar service is deferred and takes place at a later date, the employee may use one of their paid bereavement leave days to attend the memorial ceremony, funeral or similar service, provided such

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service takes place within one calendar year from the date of death. Such an arrangement must be approved by the Company. Such approval will not be unreasonably withheld.

To confirm, the leaves provided for above are inclusive of, and not in addition to, any bereavement leave provided for under the *Employment Standards Act*.

14.04 Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work at the employee's hourly rate, minus any amount received by the employee for acting as a juror or as a Crown witness. In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served and the amount of money received. Such pay will be provided for the duration of such jury duty. All expenses with respect to jury duty will be the responsibility of the employee.

14.05 When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is

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elected or appointed to fulfill such position, and it shall not exceed five (5) years.

**ARTICLE 15 – HEALTH & WELFARE**

- 15.01 The Company will pay the cost for each employee covered by this Agreement who has completed his probationary period of an insurance plan, the benefits of which are briefly described in Appendix "C". The Company will provide copies of the benefit booklet to the employees and to the Local Union. The Company will provide a copy of the applicable provisions of the Plan to the Local Union, subject to the Local Union signing a confidentiality agreement confirming that the Plan and its terms will not be shared with competitors of the Company or its insurer.
- 15.02 Coverages under the insurance plan will continue when an employee is absent due to sickness or accident and is in receipt of benefits either under the Insurance Plan or Workers' Compensation for:
- (a) if the employee's seniority is less than three (3) years at the time of the incapacity for up to 1 year;
  - (b) if the employee's seniority is three (3) years or more but less than five (5) years at the time of the incapacity for up to two (2) years; and

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- (c) if the employee's seniority is five (5) years or more at the time of the incapacity for up to three (3) years.

15.03 All full-time employees shall be granted ninety (90) personal leave hours per year and will be paid the following:

- i. Employees with less than 5 years of service will be paid 100% of their regular hourly wages for the first three shift equivalents of personal leave taken in any given year; or
- ii. Employees with five or more years of service will be paid 100% of their regular wage for all personal leave taken in any given year.

Such personal leave hours are subject to the following conditions:

- (a) the parties are agreed that this right under the collective agreement constitutes a greater right or benefit than provided under the Employment Standards Act for Sick Leave, Family Responsibility Leave or Personal Days and that no unpaid leave entitlement shall be available in addition to the personal leave provided for in this Article 15.03;

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- (b) For employees with five or more years of service, any unused paid personal leave time shall be paid out at the following rates:
  - a. If an employee has used no personal time in a calendar year, the employee will be paid out the remaining balance of paid time owed to them based on 120% of the employee's regular straight-time wages for each unused personal leave hour;
  - b. If an employee has used less than 3 shift equivalents of personal time in a calendar year, the employee will be paid out the remaining balance owed based on 110% of the employee's regular straight-time wages for each unused personal leave hour; or
  - c. If an employee has used 3 or more shift equivalents of personal time in a calendar year, the employee will be paid out the remaining balance of paid time owed to them based on 100% of the employee's regular straight-time wages for each unused personal leave hour.

Payout of any unused paid personal leave entitlements will be processed at the end of the first full payroll period in the following year; and

- (c) it shall be payable on the first day of such leave

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- 15.04 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.
- 15.05 The Company shall provide the employee and the Joint Health and Safety Committee with a copy of the Form "7" in the event of a compensable accidental injury.
- 15.06 Any employee's return after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is sufficiently recovered from the sickness which caused his absence to return to his former position.
- 15.07 Where an employee is absent due to sickness lasting more than two (2) days, the employee shall provide the Company with a medical certificate satisfactory to the Company verifying the sickness and fitness to return to work.
- 15.08 The Company reserves the right to send an employee for a medical examination at a doctor or doctors of the Company's choice at the Company's expense in circumstances where the Company has reasonable grounds to conclude that an independent medical examination is warranted.
- 15.09 The Company will make reasonable efforts to locate a suitable position within the Company for an employee

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deemed physically incapable of performing his regularly assigned duties. Should an employee be re-classified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:

- (i) be placed on lay-off (medical leave of absence without pay, subject to any personal leave or weekly indemnity entitlement);
- (ii) qualify for participation in any of the employee benefit programs to which he is entitled as a participating member, subject to the limitations of such programs.

15.10 The Company agrees to participate in Defined Contribution (D.C) Pension Plan to the extent of the contributions as set out in Appendix "D".

### **ARTICLE 16 - TRAINING**

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

Any mandatory training offered by the company will be during working hours and without loss of wages.



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- 16.02 The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid course and provide proof of successful completion of same. Reimbursement shall be limited to the fees for the course only.
- 16.03 Where employees who are required to operate material handling equipment as part of their job are required by law to be certified to operate such equipment, the Company will provide reasonable training to such employees.

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

- 17.01 (a) The work week shall be a period of seven consecutive days beginning at 12:01 a.m. on Sunday or the starting time closest thereto.
- (b) Except for engineers, the standard hours of work shall consist of any of the following.
- Five (5) consecutive shifts of eight (8) hours per week, inclusive of a one-half hour paid lunch.
- Three (3) consecutive shifts of twelve (12) hours per week, inclusive of a one-half (1/2) hour paid lunch. Any employee who works all 36 hours on three such shifts in a week shall receive a premium payment such that he receives 40 hours pay for the week.

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The Company may implement two (2) shifts of twelve hours to be worked on Friday, Saturday and Sunday and/or Saturday, Sunday and Monday at each of the Summerlea or Nuggett warehouse.

**Note:** Special committee to be established to review existing schedule and implement required changes. Special committee will include two employee representatives and two company representatives. In the interim, current schedule to be maintained.

- 17.02 Employees reporting for scheduled work, unless notified on or before the previous day not to report, and for who no work at his regular job is available, shall be offered at least four (4) hours' employment in other work at the employee's current rate of wages, or, at the Company's option, will be paid four (4) hours' pay in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if failure to provide work is caused by reason of a strike or other work stoppage, fire, flood, power failure or other like cause.
- 17.03 The Company agrees to allow all employees five (5) minutes prior to the start of his shift and a further five (5) minutes at the conclusion of his shift for the purpose of washing up and changing.
- 17.04 Overtime shall be offered by seniority on a rotation basis within each plant, each classification and each

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shift. The Company may deviate from the overtime rotation where plant requirements require it such as the need to use a specific employee to complete an assignment, (i.e.) locating certain inventory. In such a case an employee used out of rotation will not be asked to work overtime until the following rotation. Where the assignment involves overtime on more than one shift the employee will not be asked to work overtime in a corresponding number of rotations. While overtime is voluntary, in the case of engineers, an engineer shall be required to remain at work until his replacement arrives to relieve him.

17.05 Employees will be paid overtime at the rate of time and one half (1 and 1/2) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week except in the case of engineers in which case overtime shall be paid after eight and one half (8 and 1/2) hours in a day or forty two and one half (42 and 1/2) in a week.

Employees working a twelve (12) hour shift shall be paid at the rate of time and one half (1.5) the employee's hourly rate for all hours worked after thirty-six (36) hours per week, and for all hours worked on this fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) shifts and double time for all work on a sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of the employee's regular work week, provided they have worked their regular schedule.

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- 17.06 Employees, except engineers and employees working twelve hour shifts, shall be paid at the rate of double time for all hours worked Saturday and Sunday. This shall not apply to the Monday night shift which commences on the Sunday night. In the event that the Company changes the standard work for an employee to a five eight hour consecutive day shift which includes Saturday, Saturday shall be at straight time and the sixth consecutive shift shall be at double time. In the case of engineers they shall be paid at the rate of double time for all hours worked on their regular off days the 6th and 7th day.
- 17.07 If an employee is requested to stay beyond the end of their scheduled shift or scheduled overtime assignment and work overtime for an additional two (2) hours or more beyond their scheduled end time, he shall be granted a thirty (30) minute break without loss of pay prior to the commencement of overtime and twenty dollars (\$20.00) for a meal allowance. To confirm, a meal allowance will not be provided to an employee who is scheduled to work an overtime shift in advance (i.e. the shift is scheduled prior to the employee showing up for work that day).
- 17.08 An employee who reports for authorized overtime work, where it is not an extension of a scheduled shift, or an employee who has completed his regular shift and has left for the day and is recalled to work, shall receive at least four (4) hours' pay for such work at the appropriate overtime rate, provided that he is

## Teamsters Local Union No. 419 and Confederation Freezers

available to perform work during such four (4) hour period.

17.09 An employee who has worked continuously in the freezer for one hour will, at that point, be out of the freezer for a ten (10) minute break in order to warm up.

17.10 The Company agrees to provide one ten (10) minute coffee break for each half (1/2) shift worked without loss of pay.

An employee working the twelve (12) hour shift will be allowed one extra ten (10) minute paid break.

## **ARTICLE 18 - NO DISCRIMINATION**

18.01 The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by Company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace.

18.02 The Company, the Employees and the Union shall not discriminate against employees on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place of origin, family relationship or sexual orientation in accordance with and except as permitted by the provisions of the Human Rights Code. Disputes under the Human

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Rights Code will be processed through the grievance procedure under this Agreement.

### 18.03 Respect and Dignity:

The Company and the Union recognize the importance of establishing and maintaining a positive relationship at the workplace based on the principles of mutual respect and dignity. It is recognized that bargaining unit members and management representatives have different roles but it is also recognized that they should treat each other in a respectful manner if carrying out their roles.

## **ARTICLE 19 - BULLETIN BOARD**

19.01 The Company agrees to make available in the lunch room for use by the Union a lockable glass enclosed bulletin board no less than 36 inches by 22 inches in dimension. The Union stewards, will be the only people with keys to the cabinet. The Company agrees to permit the posting in this cabinet of notices signed by a Union official of Union related business.

## **ARTICLE 20 -HEALTH & SAFETY**

20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and

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the enforcement of the Company's safety rules and procedures including those established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.

20.02 The Company requires that safety footwear be worn as specified in the Company's Safety Rules.

20.03 The Company will pay straight time (at the last rate worked) for safety meetings, but will endeavour to hold these meetings during the shift of the employees concerned.

20.04 Safety Committee

There shall be a Safety and Health Committee with two (2) members appointed by the Union and two (2) members from the Company. The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

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

20.06 The Company shall not require employees to operate any equipment which is not equipped with safety

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appliances required by law, or which is in unsafe operating condition.

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

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

20.09 The Company agrees to supply a first aid box properly equipped as required by the Workplace Safety & Insurance Board.

**ARTICLE 21 - DURATION**

21.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from July 1<sup>st</sup>, 2023 up to and including June 30<sup>th</sup>, 2026 and shall continue automatically thereafter for one (1) year periods, unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.



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- 21.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 21.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Teamsters Local Union No. 419 and Confederation Freezers

Ratified this 17<sup>th</sup> day of June, 2023.

**FOR THE COMPANY:**

Kyle Greenspan

Brad Schollen

Kateryna Jones

**FOR THE UNION:**

Faheem Bhatti

Frank Cavalluzzi

Brian Keefe

Sergei Khoudiachov

Michael Gayle

Danile Quinto

Igor Filippov

**APPENDIX "A"**  
**PART-TIME EMPLOYEES**

- A-1 Part-time employees who work more than Twenty-Four (24) hours in a calendar month shall be required as a condition of employment to pay an amount equal to the monthly union dues, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
- A-2 Part-time employees shall be considered as probationary employees until they have completed seven hundred and twenty (720) hours of actual work, during which time they may be discharged or disciplined for any reason in the Employer's discretion. The Employer may not discharge the employee simply for the purpose of extending the probationary period. Upon completion of the seven hundred and twenty (720) hours worked, the employee shall be either discharged or placed on the part-time seniority list as of the date of the commencement of his probationary period.

Seniority shall be taken into account only for the purpose of determining priority regarding part-time hours and eligibility for full-time employment when a vacancy arises.

Part-time employees shall retain seniority and employment status unless lost in accordance with article 12.09 subject to the following:

Seniority rights and employment shall cease for a part-time employee if the employee declines 50 per cent of the work

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opportunities offered to the employee over a calendar month.

In the event a part-time employee is hired to a permanent full-time position, his time worked prior to being hired to a permanent full-time position shall be credited towards his probationary period described in Article 12.02. His seniority date shall be his first day of full-time employment.

A-3 A part-time employee shall be given the opportunity to apply for any available full-time position and shall be offered full-time employment based on seniority, skill and ability being equal.

A-4

Part-time employees shall not be offered preferred work over full-time employees on that shift.

A-5 Part-time employees will work no more than eight hours within the regularly scheduled shifts. Part-timers will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) his hourly rate of pay.

A-6 Part-time employees shall not be used while full-time bargaining unit employees are on lay-off until said full-time employees are first offered recall to work. At all times, full time employees will be given preference.

A-7 The purpose of part-time employees is to allow the employer the flexibility to perform relief work and work that is not feasible to schedule as regular assignments.

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Part-time employees shall not be used on any shift starting prior to 3 p.m. or on Saturday or Sunday unless the shift is covering for a full-time employee who has booked off a single day. Any scheduled days off will be offered to all eligible full-timers within the applicable building before a part-time employee is assigned. If such offer is declined, a part-timer can work that day shift.

A-8 Part-time employees shall not be used in a manner that will cause the lay-off of a full-time employee.

A-9 Part-time employees will:

- (a) Be granted rest periods as set out in Article 17 of this agreement.
- (b) Receive vacation pay as determined under the Employment Standards Act.
- (c) Receive holiday pay in accordance with the Employment Standards Act.
- (d) Be entitled to all rights under article 8.
- (e) Be entitled to rights under article 18.
- (f) Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement
- (g) Be entitled to rights under article 6.11.

A-10 Whenever forty (40) hours of work per week shall be regularly available to an individual part-time employee (or various part-time employees across the work week) for four (4) consecutive weeks on a shift in a building, a new full-time position will be created unless the regular work is

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as a result of illness, accident, vacation or leave of absence. The newly created position will be posted in accordance with Article 13.

A-11 The Company may use the following number of part time employees in any building with the following number of full-time employees:

Number of full time warehouse workers regularly employed in a building	Number of part-time employees permitted in the building per day
10 to 15 employees	One
16 to 20 full time employees	Two
21 to 25	Three
26 to 30	Four
31 to 35	Five
36 to 40	Six

Above 40 full-time employees, part-time employees may proportionately increase on the same basis.

Part-time hours worked on a one for one basis as replacement hours for a regular full-time employee absent for any reason shall not count against the part-time complement referenced above.

A-12 Part-time employees shall be paid the rate set out in article 9.02 for the job they are performing.

A-13 A no time may the membership of the part-time pool be comprised of more than 33 per cent of the number of

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full time warehouse employees in the bargaining unit.  
Additional part-time employees may be added with the  
Union's consent.

**APPENDIX "B"**

**JOINT LABOUR/MANAGEMENT CONSULTATION  
MEETINGS**

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. Purpose and Commitment:

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



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2. Structure of Committee:

For the Company

For the Union

Branch Manager  
Guests

All Union Stewards  
Guests

Either party may request guests pertinent to subject matter.

3. Limitations:

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

4. Protected Environment:

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

5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas

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

### 6. Method of Keeping Minutes:

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

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### 7. Chair Responsibility:

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

**APPENDIX "C"**  
**HEALTH AND WELFARE**

A. Pursuant to Article 15.01, the Company will pay the premium costs associated with The Benefits Trust policy #378 (the "Welfare Policy"). The Collective Agreement contains terms of qualification for Welfare Policy benefits and a limitation on how long benefits will be provided. In addition, reference should be made to the Welfare Policy for the terms and conditions which the Welfare Policy prescribes. While a summary of the benefits provided by the Welfare Policy is provided below, reference should be made to the Welfare Policy itself for a more complete description as the terms of the Welfare Policy shall govern.

1. Life Insurance

Employees -	\$50,000
Spouse -	\$10,000
Child -	\$ 3,000

2. Accidental Death and Dismemberment

Employees - \$50,000

3. Weekly Indemnity Benefit

70% of weekly earnings to Unemployment Insurance  
Commission maximum

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Effective as of July 1<sup>st</sup>, 2023, weekly indemnity benefits will be 70% of weekly earnings to a maximum weekly cap of \$750 (i.e. EI max cap eliminated)\*

Payment commences on:

1st day accident

After 24 hours of working time missed due to illness for a maximum of 26 weeks.

### 4. Long Term Disability

66  $\frac{2}{3}$ % of monthly income to maximum \$1,600

Effective as of July 1<sup>st</sup>, 2020, long term disability benefits will be 66  $\frac{2}{3}$  % of monthly income to a maximum monthly cap of \$2,000.\*\*

### 5. Medical Benefits

Effective as of September 1<sup>st</sup>, 2023, drug card to be provided with a dispensing fee cap of \$7.50 per prescription;

- (a) Drugs and medicines (Cap \$7.50 per prescription for dispensing fees)
- (b) Artificial limbs and eyes
- (c) Equipment and Supplies such as wheelchairs and

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hospital beds when ordered by a doctor

- (d) Special nursing services
- (e) Ambulance service
- (f) Hearing Aids: to a maximum of \$500 every 5 years per covered person
- (g) Available paramedical benefits (clinical audiologist, podiatrist, chiropractor, naturopath, osteopath, physiotherapist, clinical psychologist, speech therapist and registered massage therapist, massage therapy, **chiropodist**) will be pooled, subject to cap of \$2,000/year per covered person.

### 6. Dental Care

Payment for the following services will be based on the Ontario Dental Association fee schedule to a maximum of \$2,000.00 per year. The fee schedule to be applied will be the one in place for the prior year (*i.e.*, 1997 contract year uses 1996 O.D.A. schedule).

Effective as of July 1<sup>st</sup>, 2023, the maximum expense covered under Section 6 (Dental Care) of Appendix 'C' will be increased from \$3,000 to \$3500.00 per year;

- (a) Routine examination (check ups for adults after each 9 months and children ` after each 6 months)
- (b) Xrays

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- (c) Fillings
- (d) Extraction
- (e) Oral surgery
- (f) Cleaning and scaling
- (g) Fluoride treatments
- (h) Periodontics (treatment of gums)
- (i) Endodontics (root canal)
- (j) Orthodontics (each employee's family total coverage for orthodontics is a maximum lifetime aggregate coverage of up to \$3,500.00)
- (k) Appliances fixing bridge work, removable or partial or complete dentures

Effective July 1, 2023, dental implants will be included as an expense that can be claimed under Section 6 (Dental Care) of Appendix "C". Insurer pre-approval of proposed expenses needs to be obtained before such expenses are incurred.

\*Enhancements to the above benefits will only be applicable to new claims filed on or after July 1, 2023.

7. Vision Care

Employee - \$500 every two (2) years

Spouse - \$500 every two (2) years

Dependents under 18 years \$500 every two (2) years

Eye exams: Coverage at 100% once every two years

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per covered person.

8. The Company may cancel the Welfare Policy at any time provided the Company pays the premium cost of a policy or policies substantially similar to the Welfare Policy in replacement of the Welfare Policy.

\* Enhancements to weekly indemnity benefits provided for above will only be applicable to new claims filed on or after July 1, 2019.

\*\* Enhancements to long term disability benefits provided for above will only be applicable to claims for absences commencing on or after July 1, 2020.



**APPENDIX "D"**

**PENSION**

The Company will maintain a pension plan which requires a contribution by the Company of four percent (4%) of the employee's yearly salary. Employees must contribute at least three per cent (3%).

Effective January 1, 2011, employees may increase their contribution up to eligible RRSP limits and the Company will match contributions up to five per cent (5%), provided that, regardless of the employee contribution level, the Company contribution will be no less than four per cent (4%).

Company is prepared to revise pension plan contribution options available to bargaining unit employees as follows:

- 1.If employee contributes 3%, Company will contribute 4%
- 2.If employee contributes 5%, Company will contribute 6%
- 3.If employee contributes 6%, Company will contribute 6%

**APPENDIX "E"**

**CLOSURES AND RELOCATION**

In the case of the permanent cessation of the plants operations the Company agrees to the following:

- (1) The Company will notify the Union prior to the cessation of operations.
- (2) For a period of three (3) months from the date of an employee's layoff (where such layoff results from the permanent cessation of operations) the Company will maintain payment of the premiums to provide the insurance coverages noted in Article 15.02.
- (3) If the Company relocates its business outside the jurisdiction presently covered by the agreement (see Article 2.01), the Company will provide the bargaining unit employees with the first opportunity to fill positions at the new location.

# 2023

## January

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

## February

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12	13	14	15	16	17	18
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26	27	28				

## March

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12	13	14	15	16	17	18
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26	27	28	29	30	31	

## April

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## May

S	M	T	W	T	F	S
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28	29	30	31			

## June

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11	12	13	14	15	16	17
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25	26	27	28	29	30	

## July

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23	24	25	26	27	28	29
30	31					

## August

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13	14	15	16	17	18	19
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27	28	29	30	31		

## September

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

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

## December

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

# 2024

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2025

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2026

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

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

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

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

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

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

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

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

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Is a  
Teamster  
Contract



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