



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

**And**

**Dominion Citrus Limited**  
(hereinafter referred to as the "Company")

**July 1, 2021 to June 30, 2026**

**Dominion  Citrus**  
Farm fresh and growing since 1935

# 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.

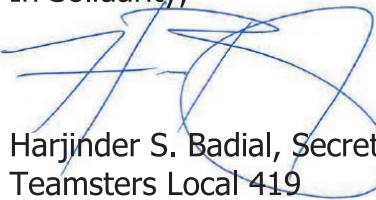
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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  
Dominion Citrus Limited**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.5 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

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

## STAFF

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



*“In Solidarity We Rise”*

# Teamsters Historical Overview



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

**Teamsters Canada  
130,000 Members**

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

# Teamsters Canada

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

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

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

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

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

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

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



Members in each Province:

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

# Teamsters Canada

<b>TEAMSTERS CANADA SERVICES</b>	<b>UNION SERVICES</b>
<ul style="list-style-type: none"> <li>- Research</li> <li>- Governmental Affairs</li> <li>- Education</li> <li>- Communications</li> <li>- Recruiting</li> <li>- Out-of-work Benefits</li> <li>- Health and Safety</li> <li>- Human Services</li> </ul>	<ul style="list-style-type: none"> <li>- Negotiation/Collective Bargaining</li> <li>- Grievance and Arbitration Procedure</li> <li>- Health and Welfare Program</li> <li>- Pension Plan Program</li> <li>- Job Security</li> <li>- Legal Assistance</li> <li>- Political Action</li> <li>- Governmental Representation</li> <li>- Workplace Safety and Insurance Board Advocacy</li> <li>- Human Relations</li> <li>- Education</li> <li>- Research</li> <li>- Members Scholarship</li> <li>- Health and Safety Program</li> <li>- Union Publication</li> <li>- Communications</li> <li>- Credit Card Program</li> <li>- Public Campaign</li> <li>- Charity Sponsorship</li> <li>- Retirees Program</li> <li>- Recruiting</li> <li>- Out-of-Work Benefits</li> <li>- Accounting System (TITAN)</li> </ul>
<p style="text-align: center;"><b>TRADE DIVISIONS</b></p> <ul style="list-style-type: none"> <li>- Brewery, soft Drink</li> <li>- Construction</li> <li>- Dairy and Bakery</li> <li>- Warehouse</li> <li>- Movie and Trade Union</li> <li>- Chemical and Energy</li> <li>- Printing and Newspaper</li> <li>- Industrial Trades</li> <li>- Courier</li> <li>- Freight and Cartage</li> <li>- Airline</li> <li>- Rail</li> <li>- Armoured Cars</li> <li>- Healthcare</li> </ul> <p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	

## 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 or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

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

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

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

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The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent of all its employees at the Ontario Food Terminal, save and except front door checkers, foreman, persons above the rank of foreman, office and sales staff and students employed during the school summer vacation period.
- 1.02 Part-time employees shall be covered under Appendix "A" of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Subject to the terms of this Agreement and to the Grievance Procedure, the Company shall have the sole right:
- (a) to direct working forces;
  - (b) to plan, direct and control plant operations;
  - (c) to schedule and assign work to employees;
  - (d) to determine means, methods, processes and

schedules of operation;

- (e) to establish reasonable production standards and maintain efficiency of employees;
- (f) to establish reasonable Company rules and regulations, the reasonableness of which shall be subject to the grievance and arbitration procedures contained herein;
- (g) to hire, lay off or relieve employees from duties and to maintain order and suspend, demote, discipline or discharge employees for just cause.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 All employees of the Company who are covered by this Agreement and who have completed the probationary period outlined herein shall be members of the Union in good standing during the term of this Agreement as a condition of continued employment.
- 3.02 All employees covered by this Agreement who have completed the probationary period shall, as a condition of continued employment, have their Union dues checked off.
- 3.03 The Company agrees to deduct Union dues and initiation fees as specified in the Union Constitution from each eligible employee during the first pay period of each month and remit the monies so deducted, together with a list showing



from whom and in what amounts deductions were made, to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

- 3.04 Work normally performed by members of the bargaining unit will not be performed by employees outside of the bargaining unit except when qualified employees are not available.
- 3.05 Work which could normally be performed by members of the bargaining unit will not be contracted out except when qualified employees are not available.
- 3.06 The Company will stamp or have typewritten on each employee's Income Tax T-4 Statement a summary of the annual Union dues deducted by the Company and paid to the Union.
- 3.07 Whenever forty (40) hours of work per week is regularly available for a single employee, exclusive of relief work performed for those full-time employees who are absent for any reason or on vacation, then another full-time employee shall be added to the seniority list of full-time employees.
- 3.08 Effective as of the date of this Agreement and subject to the Company's right to lay off, the

current total number of full-time employees will be maintained for the term of this Agreement, provided there is no reduction in the Company's work requirements. Full-time employees whose employment shall be terminated or who shall be transferred out of the bargaining unit, shall be replaced on a one-for-one basis. The number of full-time employees shall be increased only when the conditions contained in Article 3.07 are met. In the event there is a reduction in the Company's work requirements, the number of full-time employees shall be reduced in accordance with the terms of Article 6.03.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 The Union undertakes that during the term of this Agreement, there shall be no strikes, and the Company undertakes that there will be no lockouts.
- 4.02 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line which is established in support of a legal strike.
- 4.03 The Union and its members reserve the right to refuse to handle goods from or to any firm which is engaged in, or involved in, a legal strike with this or any other Union, other than goods on hand or in transit.

## **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union shall be entitled to elect from the employees covered by this Agreement, three (3) Union Stewards who shall discharge the responsibilities for the purpose of administering this Collective Agreement, provided, however, that the discharging of such duties shall not interfere with the normal affairs of the Company's operations. A Steward will be paid his regular hourly rate of pay for time spent by him in processing grievances, provided that only one Steward will be paid for time spent at any single arbitration proceeding and such payment will be at the Steward's regular hourly rate of pay. The Company will pay each Steward at one hundred (100%) percent of his regular hourly rate of pay (not inclusive of overtime) for time spent by the Steward in negotiating revisions to the Collective Agreement.
- 5.02 A Shop Steward must be present at any meetings which could result in discipline. Discipline means verbal documented warnings or imposition of a penalty. The Company reserves the right to suspend an employee immediately when in its judgment circumstances warrant such action, but will delay final disposition until a Steward is available. Such action will be taken only in extreme or unusual circumstances.

## **ARTICLE 6 - SENIORITY**

6.01 Seniority shall be on a plant-wide basis and an employee shall be considered on probation until he has worked a total of one hundred and twenty (120) calendar days.

When an employee attains seniority, such seniority shall date back to his first day of hiring. Until a probationary employee shall attain seniority status, his name shall not appear on any seniority list nor shall there be any obligation on the Company to retain the services of such employee or to re-employ him if he is laid off or discharged during such period. It is agreed that neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.

6.02 In dealing with promotions and transfers to other jobs, seniority shall be the governing factor, provided, however, that the employee who is to be promoted or transferred has the ability to do the work required. Additionally, full-time employees will, in order of their seniority, be given preference for shifts over part-time employees, provided such assignment is for a minimum period of one week.

6.03 When it is necessary to lay off employees, students, part-time and probationary employees will be laid off first and thereafter any lay-off will be on the basis of seniority, provided, however,

that the employees who are retained at work have the skill and ability to do the work required. When recalling employees, they will be recalled in order of seniority, again providing that the employees who are recalled have the skill and ability to do the work required. In the event that any lay-off of a full-time employee is to be extended for a period of one week or more, the Company shall give six (6) working days' notice of lay-off to any employee so affected.

- 6.04 When a vacancy occurs, such vacancy will be posted on the bulletin board within twenty-four (24) hours and shall remain posted for a period of five (5) working days and will be filled within seven (7) working days thereafter. An eligible employee will have the right to bid for the position. Selections to such positions shall be made on the basis of seniority, provided, however, that the employee has the skill and ability to do the work required.
- 6.05 An employee shall not suffer loss of seniority because of absence due to sickness or accident or because of absence due to authorized leave of absence.
- 6.06 It is understood that employees shall be granted leave of absence without pay and without loss of seniority to serve in any official capacity with the Union. In addition, the Company agrees to grant up to two (2) employees a leave of absence to serve in an official Union capacity.

6.07 An employee shall lose all seniority and his employment terminated if he:

- (a) voluntarily quits the employ of the Company;
- (b) is discharged and not reinstated through the Grievance Procedure;
- (c) is laid off for a period of more than 24 consecutive months;
- (d) is absent without leave of absence for more than 3 consecutive working days, without a bona fide reason;
- (e) fails to report for work within eight (8) calendar days after the date when notice is sent to him by registered mail to return to work following a lay-off.

6.08 A seniority list shall be placed on the bulletin board. It will be revised by the Company at least every three (3) months and copies of this list will be forwarded to the Union. The Company will periodically advise the Union as to any change in an employee's address, telephone number, Social Insurance Number or employee classification, when the Company becomes aware of any such change.

6.09 If an employee is promoted to a supervisory position, he shall retain his seniority after his promotion for a maximum period of 12 months in the event he is returned within that period of time

to the bargaining unit. Thereafter, he shall lose all seniority.

6.10 It is understood that employees who are working on a night shift or an afternoon shift shall be given the right to exercise their seniority for the purpose of obtaining a job on the day shift, provided, however, that the employee who claims a job on the day shift has the ability to do the work required on the job he seeks. The Union acknowledges that the Company must maintain at all times an adequate work force on night shifts, therefore the Company will be required from time to time to schedule a junior employee on the day shift to work on the night shift as a result of being bumped by a more senior employee who claims a job on the day shift, provided that notice is given on or before the Friday of the week before the shift change takes place.

6.11 Notwithstanding their seniority status, Stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one Steward, the Steward's seniority will determine his preferential position for lay-off.

6.12 A Steward shall have the right, upon giving to the Company at least two (2) days notice, to review the file of any bargaining unit employee, provided:

(a) such a file is in existence; and

(b) the employee concerned shall give to the

Company authorization in writing to make any such file available for review by a Steward.

6.13 Simple letters of warning, i.e.: letters that have no disciplinary suspension associated with them, shall have no effect after one year from the date they are issued, however, all disciplinary letters shall have no effect after two years from the date they are issued.

6.14 Employees shall have the following severance pay requirements, when they otherwise meet the definition of "severed" (not terminated for cause) under the Employment Standards Act:

Completed Years of Service	Weeks of Severance Pay
1 to 10 Years	1 week per full completed year of service
Over 10 Years	2 weeks per full year of service

**ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of both parties hereto that any complaint of any employee, the Union or the Company, shall be adjusted as quickly as possible in accordance with the following Grievance Procedure:

**Step 1**



If an employee has a formal complaint which he wishes to discuss with the Company, including alleged abuses by supervisory personnel in the treatment of employees, he shall, together with his Steward, present the grievance in writing and signed by himself to the foreman. The foreman shall, within five (5) working days after receipt of such grievance, give his reply in writing.

## **Step 2**

If the matter is not then settled, a Steward shall then present the written grievance of the employee to one of the two principals of the Company within five (5) working days after receipt of the reply from the foreman under Step 1. A staff representative of the Union shall attend the meeting when the grievance is discussed with the principal of the Company.

## **Step 3**

If the grievance is not then settled, at the request of either party, it may be referred to arbitration within thirty (30) days after the date on which one of the two principals of the Company has supplied his written answer to the grievance. Such written answer must be given by the principal within five (5) working days after the grievance has been presented to him by the Steward.

## **ARTICLE 8 - ARBITRATION**

- 8.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing and addressed to the other party and it shall contain the specific provisions of the Collective Agreement, if any, which are alleged to have been violated and the remedy or remedies sought by the party seeking arbitration. The Company and the Union shall attempt to agree upon a single arbitrator to hear the matter and for this purpose will exchange nominations. Failing agreement between the parties within ten (10) days as to the arbitrator to be appointed, the party requesting the arbitration shall request the Minister of Labour for the Province of Ontario to appoint an arbitrator. The decision of the single arbitrator shall be final and binding upon both parties and upon any employee affected by it.
- 8.02 Each of the parties shall jointly and equally bear the expenses, if any, and fees of the single arbitrator.
- 8.03 No matter shall be submitted to or dealt with by a single arbitrator which has not been previously and properly carried through all steps of the Grievance Procedure.
- 8.04 A single arbitrator shall not make any decision inconsistent with the terms of this Agreement nor shall he alter, modify, or amend any part of this Agreement, but shall deal solely with the issue or issues referred to him in the notice requesting

arbitration. However, in dealing with any dispute which relates to a discharge, suspension or other disciplinary action, the single arbitrator shall have authority to reinstate an employee with or without compensation or to make any other finding which he deems equitable and just under the circumstances of the case.

8.05 It is understood that in the event of there being a group or policy grievance, same may be submitted by the Union in written form to one of the principals of the Company.

If this grievance is not settled within ten (10) days after presentation, it may be processed to arbitration by either party within ten (10) days after a meeting between the Union representative and one of the principals of the Company, which said meeting must take place within the ten (10) day period after presentation of the grievance.

8.06 It is understood that the Company shall have the right to present a written grievance with respect to any alleged violation of this Agreement. Such grievance shall be presented by the Company to the Union. There shall be a meeting between management and a representative of the Union within ten (10) days after the presentation of the grievance and if the grievance is not then settled, it may be referred to arbitration by either party within ten (10) days after the said meeting.

8.07 It is agreed between the parties that no grievance involving discharge or suspension shall be

processed under the Grievance Procedure unless it is presented within ten (10) days after the occurrence which is the subject matter of the grievance and no policy grievance shall be processed by either party presented by the Union or the Company unless it is presented within thirty (30) days after the occurrence which is the subject matter of the grievance.

It is agreed further, that any individual grievance of an employee not affecting any group of employees and not relating to discharge or suspension in order to be processed in the Grievance Procedure, must be presented in writing within thirty (30) days after the occurrence of the matter which is the subject matter of the grievance.

## **ARTICLE 9 - PAID HOLIDAYS**

9.01 The following paid Holidays shall be granted to all employees with pay after they have completed their probationary period:

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

**Three (3)** paid sick days

If any other Holiday is declared by the Provincial or Federal Government, such Holiday shall be recognized as a Paid Holiday within the terms of

this Agreement. If any of the paid Statutory Holidays falls on a Saturday or a Sunday, an alternate date declared by the Ontario Food Terminal will be deemed to be a Statutory Holiday.

9.02 To be eligible for any Paid Holiday, an employee must have worked the last regularly scheduled shift before and the first regularly scheduled shift after the Paid Holiday except when an employee is on an authorized leave of absence or when proven illness or injury from either the regularly scheduled shift before or the regularly scheduled shift after the Paid Holiday. In any event, to qualify for any Paid Holiday, an employee must have worked some time in the thirty (30) days before the Holiday. The Paid Holiday shall be at the appropriate rate.

9.03 An employee assigned the four (4) day work week will be paid ten (10) hours pay at the appropriate hourly rate for a designated Holiday.

## **ARTICLE 10 - VACATION WITH PAY**

10.01 The Company will grant to all employees who have less than one year of service with the Company, as of July 1st in any year, vacation pay in the amount of four percent (4%) of gross pay.

10.02 The Company will grant to all employees with one (1) year's service, as of July 1st in any year, a vacation of two (2) weeks with vacation pay calculated on the basis of four percent (4%) of gross annual earnings of the employee during the

term of one (1) year prior to July 1st.

- 10.03 The Company will grant to all employees with more than five (5) years of service, as of July 1st, a vacation of three (3) weeks with vacation pay calculated on the basis of six percent (6%) of gross annual earnings of the employee during the term of one (1) year prior to July 1st.
- 10.04 The Company will grant to all employees with more than ten (10) years of service, as of July 1st, a vacation of four (4) weeks with vacation pay calculated on the basis of eight percent (8%) of gross annual earnings of the employee during the term of one (1) year prior to July 1st.
- 10.05 The Company will grant to all employees with more than twenty (20) years of service as of July 1<sup>st</sup>, and whose seniority date is prior to March 24, 1996, a vacation of five (5) weeks with vacation pay calculated on the basis of ten percent (10%) of gross annual earnings of the employee during the term of one (1) year prior to July 1<sup>st</sup>.
- 10.06 The vacation schedule shall be prepared and posted on the bulletin board by the Company by January 15th of each year and shall be removed from the board by April 15th of that year. Preference for vacation periods shall be granted in order of seniority only until April 15th, after which date an employee shall lose all preference rights and irrespective of seniority, must take vacation period as is available. While it is understood that employees are to take their vacations in

consecutive weeks, by mutual agreement between the employee and the Company, a term of vacation may be split.

- 10.07 The Company will have the right to determine the numbers of employees that will be allowed to take vacation during any given week in the vacation year. Such determination will be made based on the needs of the business. Preference for vacation periods shall be granted in order of seniority.
- 10.08 If a Paid Holiday falls within an employee's vacation period, he will be granted another day at the choice of the employee, provided such other day is not in the week of a Paid Holiday (unless otherwise agreed to by mutual consent). Employee to give one week's advance notice of substitute day.
- 10.09 Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.
- 10.10 Any full time employee who shall be absent from work due to service connected sickness or non-service connected sickness or injury during any vacation year shall be paid a vacation benefit equal to the appropriate percentage of accumulated gross earnings for the vacation year, as defined in article 10 herein, or eighty (80) hours at the employees regular rate of pay, whichever is the greater.

- 10.11 The Company agrees that all statements of vacation pay entitlement shall be broken down to identify entitlement and deductions.
- 10.12 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular pay day before his/her vacation commences, when requested by the employee at least two (2) weeks in advance.
- 10.13 The Company will grant to all employees with more than thirty (35) years of service as of July 1<sup>st</sup>, a vacation of six (6) weeks with vacation pay calculated on the basis of twelve percent (12%) of gross annual earnings of the employee during the term of one (1) year prior to July 1<sup>st</sup>

## **ARTICLE 11 - HOURS OF WORK**

- 11.01 For all employees other than AZ or DZ drivers the normal workweek will consist of five (5) days of eight (8) hours, four (4) days of ten (10) hours or six (6) days of six and one half (6.5) hours.

The company shall guarantee the appropriate hours per day in each week, whenever an employee is scheduled to work and reports for work and remains available for work, exclusive of overtime.

Unless laid off according to his seniority, an employee shall be guaranteed forty (40) hours, exclusive of overtime, providing that he is available and able to perform work during the



whole of his regularly scheduled work day and week. Employees working the six and one half (6.5) hours x six (6) days work week and provided they work their scheduled thirty-nine (39) hours per week will be guaranteed forty (40) hours pay.

- 11.02 An employee working a Paid Holiday shall be paid at time and one half the regular hourly rate, in addition to Holiday pay.
- 11.03 The guarantee of hours of work per week as outlined in Article 11.01 shall be reduced by the appropriate rate in a work week in which a full or half paid Holiday occurs.
- 11.04 Employees shall be given a lunch period of thirty (30) minutes to be taken between the 4th and 6th hours. The lunch period is not to be considered as time worked and accordingly, is not to be paid for.
- 11.05 (a) In the event the Company decides to introduce new shifts, start time or work week, it will advise the Union ten (10) working days in advance and negotiate such changes. If the parties fail to reach agreement, either party may refer the matter to binding arbitration. The Company may implement such change pending the outcome of the arbitration. Normal shift starting times will be between:
- 3:00 a.m. to 12:00 noon shall be a Day shift
  - 12:00 noon to 7:00 p.m. shall be an

Afternoon shift

- 7:00 p.m. to 3:00 a.m. shall be a Night shift

(b) An employee scheduled a four (4) day work week shall be scheduled two (2) consecutive days off and Saturday.

(c) (i) New shifts will be posted. If there are no applicants, or an employee is without a regular shift, the least senior employee shall be assigned to the vacant position.

(ii) In the event the Company deletes or changes a shift or work week, the affected employee may bump a junior employee.

(iii) Any residual vacancy will be posted. If there are no applicants, the junior employee will be assigned.

11.06 The Company agrees that employees scheduled on work weeks of four (4) days at ten (10) hours each day will be compensated on the basis that there shall be no loss of earnings or benefits under any circumstances based on that employee being scheduled on a four (4) day work week.

11.07 The Company agrees to continue the current practice of rest periods, and additionally, agrees that employees scheduled on work weeks of four (4) days at ten (10) hours each shall be granted

an additional paid rest period of fifteen (15) minutes after completion of eight (8) hours of scheduled work. Employees working the six (6) days at six and one half (6.5) hours each shall be granted two (2) paid rest periods of fifteen (15) minutes.

- 11.08 All drivers (AZ and DZ) will be provided the opportunity to work sixty (60) hours per week as the business allows, but will be guaranteed forty (40) hours per week at their regular rate of pay in any case.
- 11.09 Over-time - Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary to complete the originally assigned run. For clarity, work assigned after the regularly scheduled run is completed may be refused if it is in the company's control and it will put the driver into overtime.

## **ARTICLE 12 - OVERTIME**

- 12.01 Time and one half shall be paid for any time worked in excess of forty (40) hours per week except for drivers (AZ and DZ) who will not receive overtime until completion of **forty-eight (48)** hours worked in any given week.
- 12.02 Employees who normally do the work shall be given the first opportunity to work overtime, based upon their seniority, within their shift, for any overtime opportunity of two (2) hours or less. For overtime opportunities of more than two (2) hours, overall seniority shall apply. Overtime shall

be on a voluntary basis and employees will not be penalized for refusing to work overtime.

12.03 Wherever possible, employees who are requested to report for work on a Sunday shall be notified by the Company of Sunday work requirements before the employees punch out on Friday. Sunday work schedules shall be based on overall seniority within the classification.

12.04 An employee who is called in to work on a Saturday, Sunday, or Paid Holiday or who is called back to work, shall be guaranteed a minimum of four (4) hours' pay at double time.

**ARTICLE 13 – WAGES**

13.01 (a)

Warehouse

	<b>Previous Rate</b>	<b>July 1, 2021</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
Top Rate	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50
Tier 2 <b>(hired prior to 1996)</b>	\$20.80	\$21.50	\$22.20	\$22.80	\$23.40	\$24.00
Part Time	\$18.75	\$19.00	\$19.25	\$19.50	\$19.75	\$20.00

Drivers

	<b>Previous Rate</b>	<b>July 1, 2021</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
Top Rate	\$24.25	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00
Tier 2 (hired prior to 1996)	\$22.50	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
Part Time	\$20.00	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00
New Hires (hired after July 2021)		\$23.00	\$23.50	\$24.00	\$24.50	\$25.00

13.01 (b) Driver Flat Rates

Drivers working on these routes will be paid a flat rate as follows:

Ottawa	<b>\$260</b>
Sault Ste Marie	<b>\$450</b>
Montreal	<b>\$310</b>
Ottawa & Montreal	<b>\$335</b>
Windsor	<b>\$230</b>

As of July 1, **2021**, the Company shall pay drivers **thirty (\$30.00)** dollars per pick up or drop-off, except within the Metropolitan boundaries of the city of delivery, the Company shall pay **thirty (\$30.00)** dollars per pick-up and drop off.

When a driver is on route for more than fourteen (14) hours, he will be paid **seventy (\$70.00)** dollars for layover expenses. However, if there is no sleeper, then additional expenses for accommodations will be paid for by the company.

If a driver is delayed due to waiting for customers or vehicle maintenance for more than two (2) hours, the driver shall be paid according to the rate outlined in the Collective Agreement (Article 13/Appendix B) for all hours down.

- 13.02 During the probationary period, employees shall be paid the appropriate rate as specified in the Part-time Employees Appendix attached hereto.
- 13.03 A shift premium of twenty-five (25¢) cents shall be paid per hour to an employee working on the afternoon shift, and fifty (50¢) cents per hour to an employee working a night shift. The shift premium will be included in calculating overtime pay.
- 13.04 An employee who is temporarily transferred to another job will be paid his own rate or the other job rate, whichever is higher. All temporary transfers will be done according to seniority.
- 13.05 All Tractor Trailer drivers shall be granted one day off with pay every three (3) years for the purpose of taking the required M.O.T. test in order to retain their Class "A" certification. Additionally,

the Company shall, upon two (2) weeks' minimum notice, allow such employees the use of a tractor trailer unit for such purposes at a time mutually agreed upon.

- 13.06 The Company will set up the criteria for becoming a lead-hand and a training program will be put in place. Only employees who have successfully completed the training shall be eligible to receive the lead-hand rate of seventy-five cents (\$0.75) per hour, for all hours worked as a lead-hand. The training shall be offered on a seniority basis. After completion of training, lead-hand assignment will be offered on a seniority basis within the shift.

## **ARTICLE 14 – HEALTH & WELFARE**

### 14.01 a) **Benefits Programme Trust Fund**

The Company agrees to contribute to the Teamsters Benefits Programme Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Benefits Programme Trust Fund.

Effective July 1, 2021 the Employer shall contribute five hundred (\$500.00) dollars plus any applicable taxes, per month, on behalf of each full-time bargaining unit employee who has completed six (6) months of service as a full time employee and who has worked any part of the month.

The Company shall forward all Trust Fund

contributions monthly, together with a list of all eligible members being reported each month within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

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

**(b) Applicable Taxes**

The employer shall be responsible for any provincial and/or federal taxes that are due and payable on the Benefits Programme contributions to a maximum of eight (8 %) percent and no more.

(c) Notwithstanding the terms of Bill 162, the amendment to the Worker's Compensation Act, effective January 1, 1992, the Company agrees to continue the total contributions (employer plus employee) payable to the Teamsters Local 419 Benefits Programme Trust Fund, in order to continue Welfare Benefits for members who are off work due to an occupational accident up to a maximum of twelve (12) months.

**(d) Extension of Benefits due to Lay-off**

The Company shall continue Welfare benefits



by remitting the contribution rate defined in this collective Agreement to the Teamsters Local 419 Benefits Programme Trust Fund for any member who is laid off. Benefits will continue until the end of the month in which the lay-off occurred.

- (e) In the event an employee is absent due to illness and is in receipt of benefits from the welfare plan, the company shall maintain the monthly contributions for up to twelve (12) months duration.
- (f) A general description of such benefits, terms and conditions, is described in Schedule 1. The company is only responsible for the monthly contribution as described above. (For information purposes only. Does not form part of the Collective Agreement).

14.02 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. The Company will provide to the injured employee and his Union Workers' Compensation Representative a copy of Form #7.

14.03 If an employee's illness qualifies for E.I. Benefits the company will compensate the employee for a three (3) day waiting period. This provision shall not exceed nine (9) days per calendar year.

## 14.04 **Pension**

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

b) Effective July 1, 2018 the Company shall contribute five (5%) per cent (as per Pension Formula), plus any applicable taxes, per month, on behalf of each full-time bargaining unit employee who has completed two (2) years of service as a full time employee and who has worked any part of the month.

The Pension Formula will be calculated as follows:  
The base hourly rate (excluding any applicable premiums) X applicable percentage (%) X one hundred and seventy-three (173) hours per month.

c) The company shall forward all contributions to the Pension Plan Insurance Carrier within twenty (20) days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.

d) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to: (i) all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN); (ii) Addresses to be updated as well as marital status, terminations

or resignations to be clearly identified.

e) **Extension of benefits for Non-compensable or Compensable Disability or Injury.**

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

f) **Extension of Benefits for Employees on Lay-Off**

The Company shall continue pension benefits by remitting the contribution rate defined in the Collective Agreement as specified herein for any member who is off work due to lay-off until the end of the month in which the lay-off occurred.

A summary of the Defined Contribution (DC) Pension Plan is attached, for information purposes only, as Schedule 2. The Company is only responsible for the monthly contributions as described above and for providing the information required to administer the Plan.

14.05 **Voluntary Employee RRSP Contribution**

The Company agrees to participate in the Teamsters Voluntary Group RRSP to the extent of

collecting payroll contributions made by employees. The employees will provide the Company with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The Company will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier. The Company will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Defined Contribution (DC) Pension Plan as described in Schedule 2 herein.

- 14.06 The Company shall pay a maximum of one thousand (\$1,000.00) dollars per year for the Canada Pension Plan (CPP) for all employees who have completed their probationary period.

## **ARTICLE 15 - BEREAVEMENT**

- 15.01 The Company agrees that in the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, father, mother, sister, brother, father-in-law or mother-in-law, if funeral attended, to allow the said employee such time off as is necessary, not to exceed 3 working days in succession, and to pay for those days which the employee would otherwise have worked at his regular, scheduled hours and regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed 1 day off without loss of pay. In the event of

bereavement occasioned through the death of a grandparent or grandchild, the employee shall be allowed 1 day without loss of pay, if the funeral is attended by him. In order to qualify for bereavement leave, the employee must:

- (a) have completed his probationary period; and
- (b) may be required by the Company to provide satisfactory proof of death.

## **ARTICLE 16 - GENERAL**

- 16.01 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 that there shall be no interference with the Company's operations and provided further that the authorized representatives of the Union shall first obtain permission from the Company to so enter the Company's premises, which permission shall not be unreasonably withheld.
- 16.02 The Company shall provide the employees with their own bulletin board to be used only for Union related and Union approved business.
- 16.03 Properly equipped first-aid equipment as required by Provincial and/or Federal Statute will be provided by the Company at an easily accessible and well-defined location in the warehouse. The

Company will have at least two (2) people on each shift trained in First Aid.

16.04 Any medical examination requested by the Company shall be promptly complied with by all employees. The Company reserves the right to select its own medical examiner or physician, and the Union may, if in its opinion it feels that an injustice has been done to an employee, have the employee re-examined at the Union's expense. The Company shall pay for all examinations which are taken at its request and, in addition, the Company shall pay for any examination requested of a driver by the Department of Transport if the cost of such examination would not otherwise be borne by the Ontario Health Insurance Plan. Each employee of whom the Company has requested a medical examination shall be paid for three and one-half (3-1/2) hours at his regular hourly rate of pay for time spent at any such medical examination.

The Union shall be entitled to receive a copy of the report of any medical examination of any employee which the Company has in its possession, provided the employee gives his consent in writing to the Company that the report be released and submitted to the Union.

**Doctor's Notes**

**The Company will pay \$50.00 maximum per note and a \$100.00 maximum per year.**

- 16.05 Each driver will be given a copy of the Company's policy and manual regarding the care, maintenance and servicing of Company vehicles and failure on his part to adhere strictly to this policy will be cause for disciplinary action.
- 16.06 The Company shall not require employees to operate any vehicle which is not equipped with safety appliances required by law, or which is in an unsafe operating condition, and the Company will provide in writing that the equipment is safe to operate for the work performed.
- 16.07 When a driver gives a written report of a vehicle being in an unsafe operating condition, and it receives no consideration from the Company, he shall have the right to refuse to drive such vehicle until it has been made roadworthy.
- 16.08 Accident reports shall conform with procedure and requirements of the Company and its insurance representatives which shall be made known to all employees concerned.
- 16.09 Employees shall not be charged for loss or damage to merchandise or equipment unless clear proof of negligence is shown.
- 16.10 No driver will be permitted to allow anyone, other than employees of the Company who are on duty, to ride on his truck, except by written authorization of the Company.

16.11 The Union accepts notice that it is a requirement of the Company that employees be covered by a Fidelity Bond and agrees that the Company shall have the right to terminate the employment of any employee who might at any time be unacceptable to the Company's bonding company. It is understood, however, that if the Company is notified by its bonding company that an employee is no longer acceptable to the bonding company, the employee will not be discharged if he can supply a similar Fidelity bond on a personal basis and pay the difference between its cost and the cost of the bond which would normally be issued by the bonding company of the Company. The employee affected must be able to supply such a bond before the expiration of the notice received by the Company from its bonding company.

16.12 The Union and the Company agree that:

- (i) in the event a driver loses his driver's licence, he will be laid off without the right to bump an employee of lesser seniority in the warehouse. When and if the driver's licence of such a driver is restored, he shall be entitled to resume his job as a driver with the right, if necessary, to bump another driver on the basis of seniority; provided that, if a job opening occurs in the warehouse, prior to the Company hiring a new employee, the driver will be given the opportunity by the Company to fill such opening and work in the warehouse at the applicable job rate, until his licence is reinstated.



In the event such a driver

- (a) does not have his licence reinstated; or
- (b) obtains another position with the Company,

within twelve (12) months from the date of loss of his licence, his seniority and position with the Company will be terminated without recourse to the grievance procedure.

- (ii) in the event a driver becomes uninsurable with the Company's insurer, he may be laid off. If such a driver is laid off, he will be eligible to bid for a new job in the warehouse without the right to bump an employee of lesser seniority. It is understood that if such a driver is unsuccessful in bidding for a new job, his seniority will be terminated at the expiration of twelve (12) months without recourse to the grievance procedure.

- 16.13 There shall be a rest period of fifteen (15) minutes each half shift for all employees.
- 16.14 Safety shoes and boots shall be worn by each employee while on duty. A shoe and clothing allowance of **two hundred twenty-five (\$225.00)** dollars shall be paid once per year.
- 16.15 The Company agrees to check off monies for the Etobicoke Credit Union upon receipt of authorization in writing from the employees

covered by this Agreement. Such authorization will be revocable at any time by written notice from the employee to the Credit Union and to the Company. The Company further agrees to send all monies so deducted to the Credit Union not later than the 10th day of the following month in which such deductions were made. The Company will, at the time of making each remittance to the Credit Union, specify the employees from whose pay such deductions were made.

## **ARTICLE 17 - JURY DUTY**

17.01 In the event that an employee is precluded from working his regular shift or shifts due to being called for and reporting for jury duty, the Company agrees to make up the difference in pay between the amount received for jury duty and the amount the employee would have earned for working his regular shift or shifts.

In order to qualify for such compensation, the employee shall give forty-eight (48) hours prior notice to the Company that such leave is required and shall present proper evidence as to the amount received for such services.

The Company will reimburse an employee called for jury duty, up to the amount of the difference between his normal straight time pay and the amount allowed by the Court.

In order to be eligible for such reimbursement, the employee must furnish a written statement from the proper public official, showing the date and time served, and the amount of pay received.

## **ARTICLE 18 - DURATION OF AGREEMENT**

- 18.01 The terms and conditions of this Agreement shall continue in full force until **June 30, 2026**, and shall continue automatically thereafter for annual periods of one year unless either party gives notice in writing to the other party during the last sixty (60) days of the term of this Agreement of that party's intention to terminate or to negotiate revisions thereof.
- 18.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 18.03 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, which-ever date should first occur.

**Ratified on this 13<sup>th</sup> day of August, 2021.**

**FOR THE COMPANY:**

**FOR THE UNION:**

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*Paul Scarafile*

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*Ken Dean*

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*Richard Gembale*

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*Steve Kovachis*

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## **APPENDIX "A" - WAREHOUSE**

- A-1 The Company shall be entitled to employ up to ten (10) part-time employees at any one time and one for one replacement of any full-time employee absent for any reason.
- A-2 Part-time employees shall pay Union dues as specified in Article 3 of the Collective Agreement if they work twenty-four (24) hours in a month, but shall not be required to pay Initiation fees.
- A-3 Part-time employees shall not be entitled to the benefits as specified throughout the Collective Agreement.
- A-4 Part-time employees shall be entitled to overtime only after all full-time employees have been offered such overtime.
- A-5 Statutory Holidays and vacations and overtime for part-time employees shall be paid as specified in the Employment Standards Act.
- A-6 Part-time employees shall be paid seventy (70%) percent of the job rate as specified in Schedule "B" for the first twelve (12) months of service and seventy-five (75%) percent of the job rate as specified in Schedule "B" thereafter.

Part time drivers shall be paid at eighty-five (85%) percent of the job rate for AZ and DZ drivers as specified in Appendix B.

- A-7 Part-time employees shall be given full consideration for full-time work prior to the Company hiring from outside.
- A-8 A part-time employee may be scheduled Sunday, notwithstanding Articles 3.07, 11.00 and 12.00 of this Agreement.
- A-9 Shift premium shall not apply to a part-time employee.
- A-10 Whenever forty (40) hours of work per week shall be regularly available to any casual employee, in excess of the regularly scheduled work that is guaranteed to full-time employees in five (5) or less consecutive days, and exclusive of relief work performed for employees who are absent for any reason, and exclusive of seasonal work, over a period of eight (8) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive.

## **APPENDIX "B"**

The following rate tier and benefits apply to any employee hired to a full time position on or after March 24, 1996

- |                   |                        |
|-------------------|------------------------|
| (a) 0 – 12 months | 89% of job rate below  |
| 13 – 24 months    | 92% of job rate below  |
| 25 – 36 months    | 95% of job rate below  |
| thereafter        | 100% of job rate below |

### **JOB RATE SCHEDULE**

As per Article 13.01 herein.

- (b) Pension benefits shall apply after two (2) years service as a full time employee.
- (c) All other contract benefits shall apply after six (6) months as a full time employee.
- (d) The following provisions shall apply to new employees hired after ratification of this renewal Collective Agreement:
  - 65% of the job rate in Appendix B will be paid to full-time employees during the first twelve (12) months of employment; 90% of the rate will be paid to drivers.
  - 70% of the job rate in Appendix B will be paid to full-time employees during the next first twelve (12) months of employment; 90% of the rate will be paid to drivers.

- 75% of the job rate in Appendix B will be paid to full-time employees during the next twelve (12) months of employment; 90% of the rate will be paid to drivers.
- 80% of the job rate in Appendix B will be paid to full-time employees during the next twelve (12) months of employment; 95% of the rate will be paid to drivers.
- 85% of the job rate in Appendix B will be paid to full-time employees during the next twelve (12) months of employment; 95% of the rate will be paid to drivers.
- 95% of the job rate in Appendix B will be paid to full-time employees during the next twelve (12) months of employment; 95% of the rate will be paid to drivers.
- 100% of the job rate in Appendix B will be paid to full-time employees thereafter.



## **Schedule 1**

### **SUMMARY OF WELFARE BENEFITS TEAMSTERS BENEFITS PROGRAMME TRUST FUND**

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

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

**Eligible Dependents:** Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

#### **LIFE INSURANCE**

All Active Members are covered for \$40,000. Coverage terminates at age 70 or retirement, if earlier.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

In the event of accidental death, AD&D provides an additional amount of \$40,000 of coverage. In the event of accidental loss of limbs etc. a percentage of the principle sum is payable in accordance with the schedule of losses, as set out in the master policy. Coverage terminates at age 70 or retirement, if earlier.

#### **DEPENDENT LIFE INSURANCE**

Life Insurance of \$5,000 is provided for your eligible Spouse.

Each eligible child (from 24 hours of age) is covered for \$2,500 of Life Insurance. Coverage terminates at age 70 or retirement, if earlier.

## **LONG TERM DISABILITY BENEFIT**

**Schedule:** The Long Term Disability Benefit insures a benefit of \$1,300 per month, payable upon Total Disability, and with no CPP Offsets. The maximum income from all sources during disability will not exceed 85% of the pre-disability gross monthly earnings. The benefit payable is taxable upon receipt and taxes are withheld from benefit payments.

**Elimination Period:** Payment of benefits will begin after being Totally Disabled for 17 weeks.

**Definition of Total Disability:** During the Elimination Period and the first 24 months following the Elimination Period a Member is considered Totally Disabled if they are unable to perform the essential duties of his or her regular occupation with his own employer. After that time a Member will be considered Totally Disabled if they are not able to perform the essential duties of any occupation for which he or she is or could become reasonably qualified by training, education, or experience and earn at least 60% of his or her pre-disability gross monthly earnings due to the same illness or injury.

**Pre-Existing Conditions:** If a Member is treated for a disease or injury in the 3 month period prior to gaining LTD coverage, then no disability resulting from that disease or injury will be covered by LTD in the first year of coverage.

**Maximum Benefit Period:** Payments will terminate upon the earliest of the member's death, 65th birthday, retirement, or recovery.

**Termination:** Coverage terminates at Age 65 or earlier retirement.

### **EXTENDED HEALTH CARE PLAN**

Eligible expenses are covered at 100% to a lifetime maximum of \$1,000,000 per covered person. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Health Insurance Plan or any other government plan, including WSIB. Coverage terminates upon the member's retirement.

**Termination:** Coverage terminates at retirement.

***HOSPITAL: THERE IS NO SEMI-PRIVATE HOSPITAL COVERAGE IN CANADA.***

**Prescription Drug Plan:** Ingredient costs for eligible drugs are covered at 100%. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

Pharmacy Listing – You have the choice of purchasing your drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is available. Simply go to

[www.manionwilkins.com](http://www.manionwilkins.com), then click on "For Trustees", then "Claims / Fast & accurate", and under the Managed Health Care heading, click on "[Click here](#)" to access the list of pharmacies in your city, and you will find the names and addresses of the pharmacies in your city along with the average level of their dispensing fees. This list is updated on a quarterly basis and is also available by contacting the Plan Administrator's Contact Centre.

**Health Practitioners:** Charges, including x-ray charges, for listed paramedical practitioners who are registered and legally practising within the scope of their professions, are covered up to the following maximums:

- For a chiropractor, osteopath, naturopath, podiatrist/chiropractist, occupational therapist, registered clinical psychologist\*, physiotherapist\*, registered massage therapist\*, or speech therapist\* up to a maximum of **\$2,000** per calendar year per family, for all practitioners combined.

\*Covered only when prescribed by a licensed doctor (M.D.) as to duration and type.

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Insurance Plan.

**Orthopedic Shoes/Orthotics:** Charges up to a maximum of \$400 per 3 calendar years are covered. To be covered under the plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist, or chiropractist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropractist, pedorthist, or orthotist, and

required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms, and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. **Important Note:** To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

**Breast Prosthesis:** Charges are covered up to reasonable and customary maximums.

**Artificial Limbs and Eyes, and Back and Neck Braces:** Charges are covered up to reasonable and customary maximums.

**Hearing Aids** (including repairs): Charges are covered up to \$250 per lifetime.

**Support Hose and Surgical Stockings:** Charges are covered up to a maximum of 2 pairs per calendar year (combined total of 2 pairs for support hose and surgical stockings). To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided they have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition.

**Out-Of-Hospital Nursing:** Charges are covered at 100%, for private duty nursing care to a lifetime maximum of \$20,000, by a registered nurse (R.N.) who is not a member of your family and does not normally live in your home,

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

**Dental Care for Accidental Injury:** Dental treatment for the prompt repair of sound natural teeth within 12 months of a non-occupational accidental injury.

**Vision Care:** Lenses and Frames or Contact Lenses are covered at 100% up to a maximum of **\$400** every 24 consecutive months per covered person (every 12 consecutive months for covered persons under age 18). For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$200 per lifetime, and only if vision can be improved to at least the 20/40 level. Eye examinations are covered at 100% for individuals age 20 or over but younger than age 65, up to a maximum of \$80 every 24 months.

**Ambulance Services:** Covered to reasonable and customary maximum at 100% coinsurance.

### **EMERGENCY OUT OF PROVINCE MEDICAL COVERAGE**

Emergency OOP claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person over age 80 will be covered. Trips are limited to a maximum of forty-five (45) consecutive days. Coverage terminates upon member's attainment of age 80 or earlier retirement.

## **DENTAL BENEFITS**

**Termination:** Coverage terminates at retirement.

**Fee Guide:** Dental services are covered up to fee listed in the current year's Ontario Dental Association (ODA) suggested fee guide, subject to the provisions below.

**Coinsurance:** Basic Dental Services are payable at 100%.

Major Dental Services are payable at 80%.

### **Maximum:**

Basic and Major Dental Services have a combined maximum as follows:

**\$2,000 per calendar year**

### **Covered Charges**

Covered charges are those for needed dental care, services or supplies, as described below and received while the Member is covered, for either a disease or injury that is non-occupational.

The following services or supplies are covered subject to benefit maximums:

### **Basic Dental Services:**

- Oral exams, including scaling and cleaning of teeth, but not more than once every **6** months;
- Periodontal scaling and/or root planning (limited to 10

- units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
  - Topical applications of sodium or stannous fluoride but not more than one application every **6** months;
  - Dental x-rays, except that bite-wing x-rays are limited to one set every **6** months;
  - Fillings;
  - Extractions;
  - Oral surgery, including excision of impacted wisdom teeth;
  - Antibiotic drug injections;
  - Anaesthesia and its administration in connection with oral surgery or other covered dental services;
  - Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
  - Repair, relining, or rebasing of dentures;
  - Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
  - Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
  - Endodontic treatment, including root canal therapy.

### **Major Dental Services - Dentures:**

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;



- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured; and
- Replacement of an existing partial or full removable denture, if it is:
  - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan, or
  - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

### **Major Dental Services - Crowns and Bridgework**

- Inlays, onlays, gold fillings, and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured.
- Replacement of existing dentures or bridgework, if it is:
  - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan; or
  - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable
- Addition of teeth to existing fixed bridgework, if required to replace one or more natural teeth extracted while the person is covered.

## **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

## **Alternate Services**

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

## **GENERAL:**

- Each Member will be given a Pay-Direct Drug Card / Dental Card. **IMPORTANT NOTE: THERE IS ONE COMBINED CARD FOR DRUG AND DENTAL COVERAGE.**
- A separate brochure and Identification Card is provided for the Emergency Out of Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and Dental Care Self-Funded Plan Document issued to the Trustees of the Teamsters Benefits Programme Trust Fund will prevail subject to any overriding government legislation.
- The benefits in this Collective Agreement and in the Policy

are subject to change at the discretion at the Board of Trustees.

- **Limitations - No amount will be paid for charges which are directly or indirectly related to:**

- Care which is cosmetic;
- Broken appointments;
- Care covered under a medical plan provided by an employer or government;
- Treatments for which, in the absence of insurance, there would be no charge;
- Stainless steel crowns on permanent teeth;
- Oral hygiene instruction or nutritional counselling;
- Protective athletic appliances;
- A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- Replacement of lost or stolen prostheses; or replacement of bridgework
- Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.
- Treatment or services that contravene any GHIP plan in Canada;
- Suicide or any attempt at suicide or any attempt thereat or self-inflicted injuries while sane or insane;
- An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority
- The committing of or attempt to commit an assault or criminal offence.

**Note:**

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

Manion Wilkins & Associates Ltd.  
500 – 21 Four Seasons Place  
Etobicoke, Ontario M9B 0A5  
416-234-5044 ♦ Toll Free - 1-800-263-5621  
Fax – 416-234-2071  
Website: [www.manionwilkins.com](http://www.manionwilkins.com)

*Contact Centre:*

416-234-3511 ♦ Toll Free - 1-866-532-8999  
Email: [askus@mymanion.com](mailto:askus@mymanion.com)

*Health and Dental Claims Submission:*

Email claims: [claims@manionwilkins.com](mailto:claims@manionwilkins.com)  
Fax Claims: 416-234-2071  
View/Submit Claims: [www.mymanion.com](http://www.mymanion.com) or  
via myManion mobile app

## **SCHEDULE 2**

### **SUMMARY OF PENSION PLAN**

#### **PENSION PLAN:**

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

#### RESPONSIBILITY:

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

**THE COMPANY:** The company is only responsible for, and its' liability is limited to, remitting the contribution rates and providing the pertinent information to the designated insurance carrier required to administer the Pension Plan as specified under Article 14.04.

**PENSION PLAN MEMBER:** The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to him through the Insurance Carrier, or others of

his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income.

**Note:** The Union utilizes the services of an Insurance carrier to provide the custodial services and investment funds that each individual member selects according to their investment profile and time horizon.

**Money Purchase or Defined contribution Plan:**

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

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

**Eligibility:**

As outlined above.

**Investments:**

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

**Vesting:**

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

**Retirement:**

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

**Termination:**

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a

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

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

### **Pre-Retirement/death:**

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

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

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



## **Retiree Benefit Programme**

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

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

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

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

This Programme shall be administered by the Board of Trustees for the Teamsters Benefits Programme Trust Fund and will be reviewed on an annual basis to ensure that the premiums are sufficient to cover the cost of the Health and Dental benefits provided to the retirees.

### **Applicable Taxes**

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

## **SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS BENEFITS PROGRAMME TRUST FUND**

### Benefits for Retiree Members and Their Eligible Dependents

**Eligible Dependents** are defined in the Teamsters Self Funded Health Care and Dental Care Plan Document and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

**EXTENDED HEALTH CARE PLAN:** Eligible expenses are covered at 100%. There is a deductible of \$25 single \$50 family. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan. **THERE IS NO COVERAGE FOR SEMI-PRIVATE HOSPITALIZATION IN CANADA.**

**PRESCRIPTION DRUG PLAN:** Eligible prescription drugs under the level 1 drugs (Ontario Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Ontario Drug Benefit Formulary are covered at 80% of the ingredient costs. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes. Such drugs and medicines must be obtainable only by prescription from a person entitled by law to prescribe them and dispensed by a licensed pharmacist, physician or other health care practitioner authorized by provincial legislation to dispense them.

The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee of \$7.00 is payable for

every 90 days' supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$7.00. Each Member will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay direct Drug Card for the Managed Health Care Drug Plan. This pay direct drug card will enable you and your dependents to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

The Plan will pay an annual maximum for drugs of \$3,000 per covered person.

**The following Extended Health Care benefits are subject to an overall lifetime maximum of \$10,000 per covered person:**

**Health Practitioners charges**, including x-ray charges, by any of the following practitioners who are registered and legally practising within the scope of their professions, up to a maximum of \$1,500 per calendar year per family for all practitioners combined:

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

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

## **Durable medical equipment and supplies, artificial limbs, eyes, back and neck braces, breast prostheses**

**Support Hose and Surgical Stockings** up to a maximum of 2 pairs per calendar year. To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided they have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition

**Orthopaedic Shoes:** Charges for one pair per calendar year, up to a maximum of \$100 per calendar year are covered. To be covered under the plan, orthopedic shoes must be recommended by a licensed doctor (M.D.), podiatrist, or chiropodist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropodist, pedorthist, or orthotist, and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms, and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. *Important Note:* To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

## **Ambulance**

**Hearing Aids** \$400 per person per ear every 36 months. Maximum of \$100 per calendar year for repairs. Purchase of batteries excluded.

## **Dental Care for Accidental Injury**

**Assistive Devices Program (ADP)** coverage co-ordinated through the ADP program

**Out-of-Hospital Nursing** charges, paid at 100% for private duty nursing care by a registered nurse (R.N.), licensed practical nurse (L.P.N.), or a registered nursing assistant (R.N.A.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of a nurse.

**Vision Care Benefit:** Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$150.00 for persons under age 18, or \$150 in any 24-month period for persons over age 18. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime. Eye examinations are covered for individuals over age 20 but younger than age 65, up to a maximum of \$80 every 24 months.

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

**Overall Lifetime Maximum:** The overall lifetime maximum for all eligible expenses covered under the Extended Health Care coverage is \$100,000 per covered person.

**DENTAL BENEFITS:** The Plan provides dental benefits up to the prior year's Ontario Dental Association (ODA) suggested fee guide.

**Basic Dental Services** are payable at 100%

**Major Dental Services** for dentures only are payable at 50%

**Benefit Maximum:** The maximum amount payable for Basic and Major Dental Services combined is \$1,000 per calendar year per covered person.

**Deductible:** An annual deductible of \$25 single and \$50 family applies

### **Covered Charges**

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

### **Basic Dental Services**

Charges up to the benefit maximum for:

- Oral exams, including scaling and cleaning of teeth, but not more than once every 9 months;
- Periodontal scaling and/or root planing (limited to 10 units per year for all procedures combined);
- Topical applications of sodium or stannous fluoride but not more than one application every 9 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;

- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

### Major Dental Services

Charges up to the Benefit Maximum for:

- first installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable dentures, if it;
- was installed at least 5 years before and cannot be made serviceable; or
- is a temporary full denture which replaces one or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within one year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is covered.



## **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

## **Alternate Services**

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

**EMERGENCY OUT-OF-COUNTRY BENEFITS:** 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. There is a \$5,000,000 lifetime maximum for each covered person. Trips are limited to a maximum of forty-five (45) consecutive days. This coverage terminates at age 75. The coverage is outlined in the policy.

## **GENERAL:**

- Each Member will be given a Pay-Direct Drug Card / Dental Card. **IMPORTANT NOTE: THE DRUG AND DENTAL CARDS ARE COMBINED INTO ONE CARD.**
- A separate brochure and Identification Card is provided for the Emergency Out-of-Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and

Dental Care Self-Funded Plan Document issued to the Trustees of the Teamsters Benefits Programme will prevail subject to any overriding government legislation.

**Note:**

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

**MANION, WILKINS & ASSOCIATES LTD.**

500 – 21 Four Seasons Place

Etobicoke, Ontario M9B 0A5

General Telephone Number: 416-234-5044

Toll Free: 1-800-263-5621 Fax Number: 416-234-2071

# 2021

## January

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## June

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## August

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

## 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	

# 2022

## 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

# 2023

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2024

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2025

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2026

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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







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

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

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

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

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

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

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

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

1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

**Business Agent: Ken Dean**

Office: (905) 670-4190 x226

Fax: (905) 670-4957

Cell: 905-933-3178

**Email: [ken@teamsters419.ca](mailto:ken@teamsters419.ca)**

**[www.teamsters419.ca](http://www.teamsters419.ca)**

***"IN SOLIDARITY WE RISE"***

**Respect  
Is a  
Teamster  
Contract**



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