



**Collective Agreement
Between**

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

And

Earle M. Jorgensen Company
(hereinafter referred to as the Company)

January 1, 2020 to December 31, 2024



**EARLE M. JORGENSEN
COMPANY**

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.

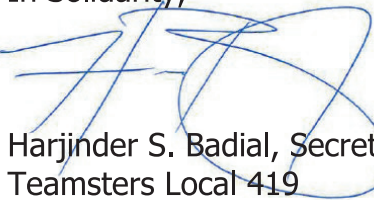
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
Earle M. Jorgensen Company**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

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



“In Solidarity We Rise”

Teamsters Historical Overview



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

**Teamsters Canada
130,000 Members**

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

Teamsters Canada

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

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

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

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

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

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

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



Members in each Province:

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

Teamsters Canada

TEAMSTERS CANADA SERVICES	UNION SERVICES
<ul style="list-style-type: none"> - Research - Governmental Affairs - Education - Communications - Recruiting - Out-of-work Benefits - Health and Safety - Human Services 	<ul style="list-style-type: none"> - Negotiation/Collective Bargaining - Grievance and Arbitration Procedure - Health and Welfare Program - Pension Plan Program - Job Security - Legal Assistance - Political Action - Governmental Representation - Workplace Safety and Insurance Board Advocacy - Human Relations - Education - Research - Members Scholarship - Health and Safety Program - Union Publication - Communications - Credit Card Program - Public Campaign - Charity Sponsorship - Retirees Program - Recruiting - Out-of-Work Benefits - Accounting System (TITAN)
<p style="text-align: center;">TRADE DIVISIONS</p> <ul style="list-style-type: none"> - Brewery, soft Drink - Construction - Dairy and Bakery - Warehouse - Movie and Trade Union - Chemical and Energy - Printing and Newspaper - Industrial Trades - Courier - Freight and Cartage - Airline - Rail - Armoured Cars - Healthcare <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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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the City of Mississauga, save and except managers, persons above the rank of manager, office and sales staff.
- 2.02 The Company agrees not to enter into any agreement or contract with its employees as described in the preceding paragraph 2.01, individually or collectively, which in any way

conflicts with the terms and conditions of the Collective Agreement.

2.03 No work will be contracted out which will cause bargaining unit employees to work less than the standard work week, nor while bargaining unit employees are laid off, it being understood, however, that the Company's obligation to attempt to recall laid off employees will be satisfied by the supervisor trying to reach them once by telephone in the presence of a Union Steward.

2.04 Management or non-union workers will not perform work normally done by bargaining unit employees except in the case of an emergency or when an insufficient number of union employees are available to work overtime.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 Subject only to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Company's business operations and facilities are exclusively the function of the Company, and that the Company has the right to take such steps as it considers necessary or advisable for the orderly and efficient conduct of its business. Without

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limiting the generality of the foregoing, it is the exclusive function of the Company, except where expressly modified by this Agreement, to:

- (a) maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, and policies and practices, to be observed by employees covered by the Collective Agreement;
- (b) discipline, suspend or discharge for just cause, employees who have satisfactorily completed their probationary period; select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire employees, all in its discretion; select employees for positions excluded from the bargaining unit; and release employees in its discretion during the probationary period, and without limiting the generality of the foregoing, for performance deemed by the Company to be inadequate or because of incompatibility with fellow employees or management;
- (c) determine the location of operations and work, and their expansion and curtailment; determine the schedules of operation, the

work week, the number, and start and stop times of shifts; determine job classifications subject to Article 8 hereof; determine job content, quality and quantity standards, determine the establishment of work or job assignments; determine employee qualifications to perform any particular job(s); determine the nature of tools, equipment, machinery, methods or processes; determine the number of employees needed by the Company at any time.

- (d) Any new rules and/or regulations implemented by the Company shall be subject to the grievance procedure.

ARTICLE 4 - UNION SECURITY

4.01 The Company agrees that present Union members and new employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing from the date of hire. Union dues shall be payable by all bargaining unit members from the date of hire.

4.02 The Company agrees that when it hires new employees, the Company shall have such new

employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Branch Steward as part of the induction training program.

- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies from the first pay of an eligible employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the

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Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.

- (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.
- (b) Twelve (12) checkoffs per year (calendar month).

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

4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

ARTICLE 5 - UNION REPRESENTATION

Teamsters Local 419 and Earle M. Jorgensen

- 5.01 The Union shall appoint or elect, and the Company shall recognize, three (3) Stewards for the bargaining unit one for each of the day, afternoon shifts and drivers.
- 5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing the Collective Agreement and within five (5) days of any change of employees selected to so act during the term of the Collective Agreement.
- 5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise or in the renewal of this collective agreement.
- 5.04 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for

the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

5.05 The Company agrees to recognize any non-probationary employee, selected by the Union Stewards, to act as an alternate Steward to assist in the presentation of any proper grievances that may arise, in the event that a regular Steward is absent from work.

5.06 Union steward shall be entitled to sixteen (16) hours aggregate per calendar year with pay for the purpose of attending training sessions provided by the Union. The Union shall provide the Company with a minimum of two (2) weeks notice of such training and such leave shall be subject to the Company's operational requirements.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any

grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.

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

6.04 **Step One**

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

Company shall be returned within seven (7) working days.

6.05 Step Two

Failing settlement under Step One, the matter will be taken to Step Two. The Union designate shall be a Business Agent, and the company designates shall be the Manager of Plant Operations (MPO) and either the Human Resources Representative or his/her designate. The grievance may be resolved by agreement and the decision shall be final and binding. With consideration to the needs of the business, this meeting must be conducted once a month and the grievor and his steward shall be present and will not suffer any loss of wages. It is the responsibility of Management to advise the Union Business Representative.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing

with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Extension of Time Limits

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

6.08 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within five (5) working days, giving the reasons for such discharge or suspension.

6.09 Discharges and Suspensions

(a) If an employee who has acquired seniority believes that he has been discharged or

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

- (b) However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation.

At the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the pre-scheduled meeting, or failure of the employee to inform the Company beforehand of his inability to attend the meeting, he will be deemed to have abandoned his employment, unless the employee is unable to attend the meeting for reasons beyond his control. Notice of the meeting shall be in writing and shall be deemed sufficient if sent by

registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

While on paid suspension, the employee shall be available at all times during his regular working hours, as if he was working, and he shall report to his immediate Supervisor on a daily basis.

- 6.10 No grievance may be submitted under the Collective Agreement unless it has been presented within ten (10) working days from the time the event grieved occurred or the discovery thereof.
- 6.11 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.
- 6.12 A Steward shall be present at any disciplinary meetings regarding verbal or written warnings, suspensions or discharges.
- 6.13 **Employee's Record**

Any adverse statements, warnings, reprimands or suspensions will be removed from the employees file after twelve months from this occurrence provided there has been no re-occurrence of a similar incident associated with work duties .

- 6.14 If adverse statements, warnings, reprimands , etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

ARTICLE 7 – ARBITRATION

- 7.01 Failing settlement under Step 3 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 3 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Ministry of Labour in accordance with the Ontario Labour Relations Act.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister of Labour.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 The Company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

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

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expedited process will be final and binding but non-precedent setting.

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

ARTICLE 8 - STRIKE AND LOCKOUT

8.01 During the term of the Collective Agreement the Union agrees that there will be no strike and the Company agrees that there will be no lockout.

ARTICLE 9- CLASSIFICATIONS AND RATES OF PAY

9.01 The Company agrees to pay, and the Union agrees to accept, for the term of the Collective Agreement, the following wage rates:

<u>WAGE SCHEDULE</u>							
Classification		Current Rate	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
Yearly Increase			<i>.50</i>	<i>.50</i>	<i>.50</i>	<i>.50</i>	<i>.70</i>
Warehouse		26.65	27.15	27.65	28.15	28.65	29.35
Driver		28.65	29.15	29.65	30.15	30.65	31.35

- * It is agreed that all rates are retroactive to **January 1, 2020**. Any employee making more than the current rate shall be red circled until such time as the posted rate catches up their current wage.

9.02 **Graduated Scale Employees hired in warehouse classification shall be paid a new hire rate as follows:**

First Year: **80%** of Rate

Second Year: **85%** of Rate

Third Year: **90%** of Rate

Fourth Year: **100%** of Rate

9.03 Where the Company wishes to introduce a new classification during the term of the Collective Agreement, or add, change, combine or abolish existing classifications, management will give the Union two (2) weeks' advance written notice, and will sit down with the Union, explain why it needs to take such action, and both parties will make good faith efforts to try to negotiate a mutually acceptable arrangement, it being understood that the Company must have the

right to take such action. Failing agreement, the Union may grieve any new wage rate that is implemented. Under no circumstances shall an employee's wages be decreased before what Article 9.01 provides for.

Clarity Note:The parties agree that this does not prohibit the Company from introducing new classifications that contain lower wage rates. If an employee voluntarily decides to post into such classification, then the new rate shall apply.

9.04 In accordance with Labour Standards all warehouse and driver employees will receive appropriate training to ensure they are able to undertake their duties in a safe and efficient manner. Cross training will be provided for employees to ensure flexibility of work. Any drivers who undertake jobs in the warehouse will receive appropriate training to ensure they are capable of undertaking these duties.

9.05 While an employee is training, he shall be paid as if he was working in his regular classification and rate.

9.06 Where the term "gross rate" is used in this Agreement, it shall mean a rate equal to the "hourly rate" plus the applicable "shift

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premium", in the case of an employee who qualifies for "shift premium" as set out in Article 9.07 hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.

- 9.07 (a) for the sole purpose of payment of Shift Premium during the term of this Collective Agreement the following shall apply:

An afternoon shift shall be deemed to be any full shift that starts at or after 12:00 pm and before 10:00 pm.

A night shift shall be deemed to be any full shift that starts at or after 10:00 pm and before 4:00 am.

Any other full shift shall be deemed to be a day shift.

- (b) **Shift Premiums:**

Afternoon Shift	.75¢ per hour
Night Shift	.75¢ per hour

- (c) Effective upon ratification, the Company will pay a training Premium of one (\$1.00)

dollar per hour for each shift worked as a trainer.

Trainers will be picked in order of seniority. When skills and ability is equal. Unless mutually agreed on by the Union and the Company.

9.08 An employee who works three (3) hours or more outside of his scheduled shift shall be paid a meal allowance of eight (\$8.00) Dollars.

9.09 **Boot Allowance**

The Company shall pay each employee covered by this Agreement a boot allowance of **four hundred (\$400.00)** Dollars (plus **tax**) the first week of each calendar year, towards the purchase of C.S.A. approved protective safety footwear which must include metatarsal protection. The employee is solely responsible for maintaining adequate safety boots for the entire calendar year. Failure to comply with this will result in the employee being sent home without pay until in compliance.

9.10 **Clothing Allowance**

Warehouse and Drivers:

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- Winter Jacket
- 10 Pants & 10 Shirts
- Cleaned weekly

Drivers will also be issued Rain Gear

Employees' will not alter or change company issued uniforms.

9.11 Effective upon ratification

9.12 (a) Employees shall be paid bi-weekly and shall receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions.

(b) Employees will be paid in full by direct deposit.

(c) The Company agrees to make all reasonable efforts to ensure that any pay shortages of more than \$100.00 is paid to the employee within three (3) business days of the day on which the employee brings the shortage to the Company's attention.

ARTICLE 10 - STATUTORY HOLIDAYS

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

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

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

No shift shall be scheduled to start after 12 noon on either December 24th or December 31st and there shall be no loss of pay.

10.02 Where a Statutory Holiday falls during an employee's vacation period, the employee shall receive, at the option of the employee, another day off with pay in lieu thereof at a time to be selected by mutual agreement or an extra day's pay.

10.03 In order to be eligible for the Holiday pay outlined in 10.01, an employee must have worked his last scheduled shift before the holiday and the first scheduled shift following the

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holidays unless the employee has bona fide or documented proof for absence.

10.04 An employee eligible for holiday pay shall have such entitlement considered time worked for the purposes of this Collective Agreement.

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

ARTICLE 11 - VACATIONS

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority, provided it does not conflict with the Company's need to maintain an efficient work force.

11.02 The basis for payment of vacation pay and length of vacation will be as follows:

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Length of Service
at January 1

Vacation Entitlement

Less than one (1) year

One (1) day's vacation with pay for each full calendar month of employment up to a maximum of nine (9) days with vacation pay of four percent (4%) of earnings in the previous calendar year

One (1) year but less than three (3) years

Two (2) weeks

Three (3) years but less than ten (10) years

Three (3) weeks

Ten (10) years but less than **fifteen (15)** years

Four (4) weeks

Fifteen (15) years or more

Five (5) weeks

11.03 Vacation pay shall be two percent (2%) of the employee's gross annual earnings during the

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previous calendar year for each week of any vacation entitlement of two (2) weeks or more.

- 11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31st.
- 11.05 An employee leaving on vacation shall receive vacation pay at the time he takes vacation leave such that there will be no disruption in regular earnings. At the request of an employee he may elect to receive his vacation pay together with his regular pay on the last regular day before his vacation commences.
- 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
- 11.07 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year, pursuant to Clause 11.01.

11.08 All submissions for vacation shall be made in writing on forms supplied by the company before March 31st for the following nine (9) month period. These applications will be processed and approved subject to seniority provisions and posted by April 30th. These approvals cannot be changed without the consent of the affected employees or the Company.

No seniority rights shall apply after March 31st in choosing of vacation time.

11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

11.10 Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits calculated from the previous January 1st.

ARTICLE 12 - SENIORITY

12.01 New employees will have a probationary period of Seven Hundred and Twenty (720) worked hours and shall have no seniority rights during such period. Upon completion of this

probationary period, their seniority date shall be their date of hire that commenced such period.

12.02 When it is necessary to lay off or recall employees who have been laid off, seniority will govern, provided that the senior employee has the necessary skill and ability to do the job.

12.03 (a) Any permanent vacancy in the bargaining unit shall be posted on the bulletin board for a period of three (3) working days, and employees shall have the right to bid for the position. Employees absent for any reason will be given an additional three (3) working days to bid for the position, whether or not their absence extends beyond the three (3) days. For employees within the warehouse, the senior employee will be awarded the job, provided he has the necessary skill and ability. For driver job postings, the senior employee will be awarded the job, provided his skill and ability is relatively equal. The Company reserves the right to determine job vacancies.

(b) When ever new work becomes available in the warehouse the employees will have a right to post on it in order of seniority (preferred work)

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- 12.04 Seniority will not be broken due to absence from employment of up to two (2) years because of sickness or accident, or other reasonable cause, subject to the *Human Rights Code*.
- 12.05 An employee shall lose his/her seniority, and employment shall be deemed to be terminated, if he/she:
- (a) voluntarily quits the employ of the Company.
 - (b) is discharged and not reinstated through the grievance procedure.
 - (c) is laid off and is not re-employed within twelve (12) months from the day of lay-off.
 - (d) fails to return to work within three (3) calendar days after he/she has been notified by the Company by registered mail or courier. If the Company sets a return date more than three (3) days from the date of notice, then the employee must return on such date.
 - (e) fails to notify the Company of his/her intention to return to work within five (5) working days of receipt of recall letter.

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- (f) is absent for three (3) consecutive working days without notifying the Company's office.
- 12.06 Notice sent by the Company to an employee's last recorded address shall be sufficient and effective notice.
- 12.07 Once an employee has been notified of a recall in accordance with Article 12.05(d), if he/she cannot return immediately to work, the Company may, during the eight (8) day return period, use any other available person to do the work.
- 12.08 Notwithstanding their seniority status, in the event of a lay-off, Stewards will be continued at work on their own shift as long as work is available which they are qualified and able to do.
- 12.09 The Company may make temporary transfers by seniority. In the event the transfer is to a higher paid classification, the employee shall receive the higher rate. Should the employee be requested to work in a lower paid classification, the employee will retain the higher rate.

Clarity Note: The parties agree that the Company does not need to ask employees who are not already on the shift.

- 12.10 The Company agrees to send the Union a current seniority list on or about July 1 of each year.
- 12.11 An employee on the afternoon shift or the night shift may, at the employee's discretion, have the right to transfer by seniority to the day shift, ability being sufficient, for periods of absence of ten (10) working days or more in order to provide vacation replacement, leave of absence replacement, or for illness or accident, providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable the Company to operate efficiently.
- 12.12 In the event there is the need for a temporary or permanent lay-off, the Company shall offer the bargaining unit employees a voluntary severance option on the basis of seniority, top down. In the event that not enough bargaining unit employees apply for the voluntary severance package, the Company shall lay-off via seniority and employees shall have the option of bumping a more junior employee accepting the severance package or maintaining

recall rights and receiving the severance if not recalled, pursuant to clause 12.05.

The severance package shall be as follows:

- (1) One hundred and twenty (120) hours at the employee's gross hourly rate for each completed year of service and prorated monthly for each partial year of service.
- (2) All Health & Welfare Benefits excluding short term disability and long term disability for a period of ninety (90) days for themselves and their dependents.
- (3) Severance package is inclusive of any and all entitlements to termination and severance pay under the Employment Standards Act.

In the event an employee accepts the severance package outlined above, the employee waives all rights protected under this Collective Agreement including all recall rights.

12.13

It is agreed that a full-time employee who is hired to cover a job that has opened because of LTD or injury or disability, could be subject to layoff when the absent employee returned to his

job before the layoff is offered to senior employees according to Article 12.12 herein.

ARTICLE 13 – LEAVE OF ABSENCE

- 13.01 In the event of the death of a member of an employee's family, the employee will be granted leave of absence and will be reimbursed for pay necessarily lost from work up to a maximum of three (3) days. This allowance will be made where the circumstances required the employee's absence from work to make arrangements for and/or attend the funeral. The term "a member of an employee's family" means husband, wife, child, parent, brother, sister, grandmother and grandfather.
- 13.02 A one (1) day leave of absence with pay for time lost shall be granted in the case of the death of an employee's mother-in-law, father-in-law, brother-in-law or sister-in-law. An employee requiring another day or two may request further unpaid leave on compassionate grounds.
- 13.03 Bereavement leaves of absence are not automatic, are not all for three (3) days or one (1) day as the case may be, and may only be granted for the actual purpose of attending the funeral or making funeral arrangements.

- 13.04 The Company agrees to grant Pregnancy and Parental Leave in accordance with the Employments Standards Act.
- 13.05 The Company shall grant a leave of absence to an employee who is required to serve as a juror. The Company will pay such an employee, for a maximum period of two (2) weeks of jury duty, the difference between his/her normal straight time hourly earnings for days he/she would have been regularly scheduled to work, and the payment he/she received for jury service excluding payment for travel, meals or other expenses. The differential pay shall be paid by the Company to the employee upon proof of jury service and proof of any payment received by the employee with respect to such service.
- 13.06 Employees shall be granted a leave of absence without pay and without loss of seniority to attend Labour Conventions and authorized to serve in any capacity on official Union business. Such leave shall be in writing and a copy submitted to the Union. The employee requiring leave shall request it at least three (3) weeks in advance, and such leave shall be limited to no more than one (1) person from any one (1) classification at a time.

13.07 Leave of Absence for Personal Reasons

The Company may grant leave of absence without pay for up to one (1) months provided the employee has used all his vacation and personal leave time. if an employee requests it in writing from the management and if the leave is for an urgent matter and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans, and the Company will continue to pay the agreed monthly contributions for benefits. Employees will be entitled to one such leave of any length per term of this agreement.

ARTICLE 14 - DRIVERS

14.01 In the event a Driver who has completed his probationary period loses his AZ/DZ license for reasons other than impaired driving or his not being acceptable to the Company's insurance agent, the driver shall

- (i) bump the most junior employee in the warehouse;

- (ii) return to his former position if his AZ/DZ driver's licence is restored to him within three (3) months, provided there is a vacancy. If no vacancy exists, said driver shall bump the most junior driver.
- (iii) be entitled to bid for any position, pursuant to Article 12.03 in accordance with its terms, but if he does so successfully, he shall forfeit his entitlement pursuant to paragraphs (i) and (ii) above.

14.02 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for violations made in accordance with instructions from the Company, the Company shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48) hours and if not so delivered, the Company shall not be responsible for the payment thereof.

ARTICLE 15 - HEALTH AND WELFARE

15.01 The following benefits shall be arranged for by the Company for seniority employees, subject to the terms and conditions of the master policies or contracts in force from time to time.

- 15.02 The Company shall have the right to make arrangements for the replacement of such master policies or contracts provided that the amount of benefit(s) is not reduced.
- 15.03 Any dispute as to entitlement to benefits under the master policies or contracts is between the employee and the insurer. The Company agrees to use reasonable efforts on behalf of the employee where there is a dispute. A general description of such benefits, terms and conditions, and the premium split, for information purposes only, follows:

General Provisions

Subject to all other provisions, each fulltime employee who has completed the probationary period shall become eligible.

Normal Retirement Age

For the purpose of this plan, the normal retirement age shall be the first day of the month following or coinciding with the employee's 65th birthday.

Member's Life Insurance

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One times the annual salary; the result being rounded to the next \$1,000.

Maximum: \$300,000 without evidence of insurability
or
\$600,000 with evidence of insurability

Reduction

This amount is reduced by 50% on the employee's 65th birthday

Termination

This benefit terminates on the member's 70th birthday or upon retirement, if earlier.

Dependents' Life Insurance

Spouse: \$10,000
Each child
- less than 24 hrs. N/A
- 24 hrs. and more \$2,500

Termination

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This benefit terminates on the member's 70th birthday or upon retirement, if earlier.

Member's Accidental Death and Dismemberment Insurance

One times the annual salary, the result being rounded to the next \$1,000.

Maximum: \$300,000 without evidence of insurability
or
\$600,000 with evidence of insurability

Reduction

This amount is reduced by 50% on the employee's 65th birthday

Termination

This benefit terminates on the member's 70th birthday or upon retirement, if earlier.

Short-Term Disability Income Insurance

Weekly Indemnity

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75% of the weekly salary, the result being rounded to the next dollar

Weekly maximum:	\$1,000	
Elimination Period:	Accident	0 days
	Hospitalization	0 days
	Illness	7 calendar days

For the purpose of defining the elimination period, any disability resulting from an accident and starting more than 30 days after the said accident is considered as a disability resulting from an illness.

Maximum Benefit Period: 17 weeks

Benefits are taxable and are payable on a calendar day basis.

Termination

This benefit terminates on the member's 70th birthday or upon retirement, if earlier.

Long-Term Disability Insurance

Monthly Indemnity

75% of the basic monthly salary, the result being rounded to the next dollar

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Monthly maximum: \$4,600 without evidence of insurability or \$6,900 with evidence of insurability, subject to applicable reductions.

However, the overall maximum must not exceed 85% of the gross monthly salary determined at the onset of disability.

Elimination Period: 17 weeks

Payment of benefits begins after the termination of the maximum benefit period provided under the Short-term Disability income insurance, if applicable.

Maximum Benefit Period: To the member's 65th birthday.

Maximum Annual Indexation Rate: 5%

Benefits are taxable.

Termination

This benefit terminates on the member's 65th birthday or upon retirement, if earlier.

Other Medical Expenses in Canada

Deductible *:

- Individual protection: \$25
- Family protection: \$25

Reimbursement: 80%

Maximum: Unlimited

* Deductible applicable to drugs only

Family members, if applicable, are covered under the present benefit.

Termination

This benefit terminates on the member's 70th birthday or upon retirement, if earlier.

Dental

Annual Deductible: \$50 per individual or
\$100 per family

Covered Percentages:

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Preventive services - 100% of eligible services

Basic services - 80% of eligible charges

Major services - **60%** of eligible charges

White fillings will be covered.

Maximum **\$2,500** per covered person in a calendar year

Orthodontic Services

Covered Percentages - 50% of eligible charges

Lifetime Deductible - \$50.00 per covered person

Lifetime Maximum - **\$2,000**

Vision Care

Once every twenty-four (24) months to a maximum of **four hundred dollars (\$400.00)** for each covered individual. **Once every twelve (12) months to a maximum of three hundred dollars (\$300.00) for each covered kid under the age of 19.** This allowance may also be used for laser surgery or eye examinations.

Prescription Safety Glasses

As well employees will be provided a maximum of \$300.00 once every 24 months for prescription safety glasses. This will be reimbursed by the Company once a receipt is forwarded on an expense report.

15.04 **Pension Plan**

The Company shall continue to provide the "Company Pension Plan" in operation prior to and at ratification and in strict compliance with documents provided to the Union Committee during negotiations.

Under no circumstances shall the Company's contribution fall below the contribution level of the members of the plan.

Each Plan Year, each Member is required to contribute by payroll deduction 5% of the Member's earnings. Each Plan Year, the Plan Sponsor is required to contribute on behalf of each Member a 100% match of the Member required contributions.

Plan Sponsor contributions shall commence on the day the Employee becomes a Member of the Plan.

Member Voluntary Contributions

A Member may make Member Voluntary Contributions by payroll deduction up to the maximum permitted under Applicable Legislation. A Member who elects to make Member Voluntary Contributions by payroll deduction and in a frequency according to the contribution remittance for the Plan, will notify the Plan Sponsor in writing of this request.

All Member Voluntary Contributions must be deducted by the Plan Sponsor from the Member's Earnings.

Maximum Contributions

The maximum amount that can be contributed to the Member Account in respect of any taxation year is the amount determined as outlined in provisions of the Plan as registered. According to the Income Tax Act (Canada), such amounts may not result in a pension adjustment for the Member for the year that exceeds the lesser of"

- a) 18% of the Member's compensation for the year,
- b) The money purchase limit for the year as defined in the Income Tax Act (Canada), or
- c) Any other such rules as defined in the Income Tax Act (Canada)

15.05 **RRSP**

The Registered Retirement Savings Plan in place prior to and at ratification shall remain in place during the term of this Collective Agreement.

15.06 Full-time employees shall be entitled to forty (40) hours of paid personal leave time per year, after completing the probationary period, subject to the following conditions:

- (a) The Company will grant full-time employees forty (40) hours paid personal leave time each January 1st. Full-time employees with less than a year of seniority will not be entitled to the pay out, only the time off with pay.
- (b) Any unused personal leave time shall be paid for after November 30. It is agreed that this payment shall occur in the first pay period ending in December. Employees

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who use leave in December, who have already received this pay, will not be paid twice.

(c) It shall be payable on the first day of leave, based on your scheduled shift and the Pay Period.

(d) Personal leave time can be utilized to offset any Weekly Indemnity waiting time. Employees must specifically request this.

15.07 Any medical examination requested by the Company, shall be promptly completed with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:

(a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

15.08 It is the responsibility of the employee to advise the Company with as much notice as possible with at least one (1) hour before commencement of his shift if he is sick or,

through an emergency, is unable to report for work that day. In case of sickness, employees must produce a doctor's certificate as to the reason for the absence, if for more than three (3) days. Where the Company has special concerns based on an employee's record, it may advise the employee in advance that a doctor's note will be required for any absence due to illness of any duration after the employees' 5 emergency leave days have been exhausted. Unavoidable emergencies will be judged on their merits.

15.09 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.

Paramedical Expense maximum of **\$1,500** per calendar year per family for all practitioners combined:

Paramedical services include:

Chiropractor, podiatrist, audiologist, osteopath, naturopath, occupational therapist, physiotherapist, speech therapist, acupuncturist, massage therapist, psychologist/Social worker, Dietician or Christian Science practitioners.

ARTICLE 16 - HEALTH AND SAFETY

- 16.01 The Company agrees to maintain minimum Health and Safety standards as laid out by Ontario legislation, and strive to exceed this minimum using "The Reliance Metals Canada Limited Health and Safety Policy and Procedures"
- 16.02 Employees shall report immediately to the Company any and all loss, damage or shortage of merchandise or equipment, together with a statement of cause thereof, and shall forthwith be responsible for any tools, materials, or other equipment lost or damaged as a result of their carelessness or negligent acts. It is understood that the Company has the onus of demonstrating carelessness or negligence.
- 16.03 Employees shall report immediately to a Supervisor or Plant Manager, in detail, all injuries, incidents and accidents or Health and Safety violations, including the names and addresses of any witnesses to the above.
- 16.04 Employees, the Union and the Company will cooperate to maintain a safe and healthy workplace. To this end, both the Union and the Company:

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- (a) recognize the benefits to be derived from a safe and healthy place of employment;
- (b) agree that they have a joint responsibility to co-operate with each other to promote safe work practices, health conditions and the enforcement of safety rules and procedures as set forth under the *Occupational Health and Safety Act*.
- (c) agree that employees will not be permitted to work without wearing applicable safety equipment as determined by the Joint Health and Safety Committee.
- (d) agree that they have a joint responsibility to keep lunch and wash rooms clean;
- (e) agree that they have a joint responsibility to maintain the plant in a manner that is conducive to the safety and health of the employees.
- (f) agree that they have a joint responsibility to have regular health and safety committee meetings, in accordance with the *Occupational Health and Safety Act*.

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Both the Union and the Company also agree that each employee has a responsibility in connection with each of the above matters.

- 16.05 No Temps or unqualified individuals shall operate any Saw or Crane and must be certified by EMJ to operate a forklift.
- 16.06 Health & Safety Meetings shall take place on a bi-monthly basis.

ARTICLE 17 - HOURS OF WORK

- 17.01 The current standard workweek shall consist of five (5) consecutive days of eight (8) hours each, or four (4) consecutive days of ten (10) hour shifts during the week of Sunday to Friday. The parties agree that this Article does not constitute a guarantee of work, either per day or per week, or on any other basis.

The current start and stop times are as follows:

Afternoon shift: Monday - Friday 5:00 p.m.
to 1:30 a.m.

Day shift: Monday - Friday - 7:00 a.m.
to 3:30 p.m.
8:30 a.m. to 5:00 p.m.

Where management determines that it needs to introduce new hours of work, shifts, or start/stop times, or add, change, combine or abolish existing hours of work, shifts, or start/stop times, management will give the Union two (2) weeks' advance written notice, and will sit down with the Union, explain why it needs to take such action, and both parties will make good faith efforts to try to negotiate a mutually acceptable arrangement, it being understood that the Company must have the right to take such action. The Company agrees that it shall not take such action for any reason other than for good faith business reasons.

- 17.02 All employees shall be allowed to take a one-half (1/2) hour unpaid lunch break, a fifteen (15) minute rest period during the first four (4) hours of any shift and a fifteen (15) minute rest period during the second four (4) hours of any shift. If employees work ten (10) or **(12)** hours, they are entitled to three (3) fifteen (15) minute breaks.
- 17.03 (a) For a five (5) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week, and for all hours worked on the

sixth or seventh day of the employee's regular work week.

- (b) For a four (4) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of ten (10) hours in a day and/or forty (40) hours in a week, and for all hours worked on the fifth, sixth and seventh day of the employee's regular work week.
- (c) Any employee who chooses to take unpaid time off including any emergency leave will lose daily overtime for that pay week.

17.04 **For a three (3) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of twelve (12) hours in a day and/or thirty-six (36) hours in a week, and for all hours worked on the fourth, fifth, sixth and seventh day of the employee's regular work week. Any employee who works all 36 hours on three such shifts in a week shall receive a premium payment such that he receives (40) hours pay for the week.**

- 17.05 It is the responsibility of an employee who has been off work through being on compensation, sickness or an unavoidable emergency which has been reported, to advise the Company by 3:00 p.m. of the work day that he will report for work on the following work day.
- 17.06 Employees shall be paid every two weeks during working hours, no days pay will be held back. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions.
- 17.07 (a) The Company shall pay two (2) times the employee's regular, straight time rate for hours worked on Statutory Holidays in addition to the regular, straight time rate.
- (b) For employees who are scheduled to work shifts which overlap two days, such as the current afternoon shift, they will receive the shift prior to the Statutory Holiday off in recognition of their Statutory Holiday entitlement. (for example: for statutory holidays which fall on a Friday, the afternoon shift will have a holiday in lieu of the statutory holiday on the shift which would have started on the Thursday

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evening and which would have ended on the Friday morning). If employees scheduled to work such shifts are required to work during the Statutory Holiday-in-lieu shift, they will receive the payment entitlement outline in 9.08(a).

- 17.08 When the Company desires employees to work overtime, the Company shall attempt to obtain the number of employees desired by requesting employees in order of seniority within classification and shift in question to work overtime. Overtime shall be voluntary in excess of forty-four (44) hours per week. The Union agrees that employees may work in excess of forty-four (44) hours per week.
- 17.09 An employee leaving on vacation shall be eligible for work on the sixth and seventh shift in the week before his vacation commences. He shall be ineligible for further work until he has returned from vacation and worked on his regular shift.
- 17.10 An employee who is requested to work overtime shall be given as much notice of the request as possible based on business and customer needs.

ARTICLE 18 – GENERAL

- 18.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices. The parties agree that only notices that are signed by a Union official and approved by the Company will be posted on the bulletin board.
- 18.02 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, in accordance with the provisions of the *Human Rights Code*.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.01 This Agreement shall, unless changed by mutual consent, continue in full force and effect from the **1st day of January 2020 until the 31st day of December, 2024** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

Teamsters Local 419 and Earle M. Jorgensen

- 19.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 19.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Ratified on this 27th day of September, 2020.

FOR THE COMPANY:

FOR THE UNION:

Teamsters Local 419 and Earle M. Jorgensen

Lorenzo Prete
Vice President

Faheem Bhatti
Business Agent

Domenic Prete
Sales Manager

Randy Hickey
Steward

Peter Roussie
Steward

Jim Collins
Steward

/jq

LETTER OF UNDERSTANDING

Between

Teamsters Local 419 and Earle M. Jorgensen

EMJ
(the "Company")

AND

Teamsters Local 419
(the "Union")

Re: Temporary Agency

For the term of this collective agreement the Company will forward to the union a flat aggregate fee of five hundred (\$500.00) dollars per month for the use of temporary agency employees. The union agrees to indemnify the Company and save harmless against any and all claims, which may arise in complying with the provisions of this section.

Signed at Mississauga this 16th day of September, 2020.

Lorenzo Prete
Vice President

Faheem Bhatti
Business Agent

Teamsters Local 419 and Earle M. Jorgensen

Domenic Prete
Sales Manager

Randy Hickey
Steward

Peter Roussie
Steward

Jim Collins
Steward

/jq

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2020

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2021

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March

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Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Business Agent: Faheem Bhatti

Office: (905) 670-4190 x227

Fax: (905) 670-4957

Cell: 416-993-5785

Email: faheem@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

**Respect
Is a
Teamster
Contract**



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