

**Collective Agreement  
Between**

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

**And**

**Gambles Ontario Produce Inc.**  
(hereinafter referred to as the Company)

**January 1, 2021 to December 15, 2025**

***GAMBLES*** 

# 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.

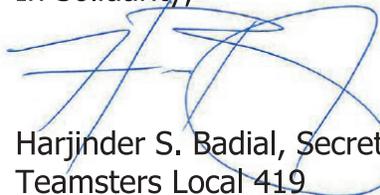
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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  
Gambles Ontario Produce Inc.**

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**

## **TABLE OF CONTENTS**

ARTICLE 1	RECOGNITION .....	1
ARTICLE 2	UNION SECURITY.....	1
ARTICLE 3	MANAGEMENT RIGHTS.....	3
ARTICLE 4	GRIEVANCE PROCEDURE .....	3
ARTICLE 5	ARBITRATION PROCEDURE .....	4
ARTICLE 6	STRIKES AND LOCKOUTS .....	5
ARTICLE 7	SENIORITY .....	5
ARTICLE 8	VACATIONS .....	9
ARTICLE 9	PUBLIC HOLIDAYS .....	11
ARTICLE 10	HOURS OF WORK AND OVERTIME .....	12
ARTICLE 11	CLASSIFICATIONS AND RATES OF PAY..	15
ARTICLE 12	HEALTH AND WELFARE .....	17
ARTICLE 13	GENERAL.....	19
ARTICLE 14	HEALTH AND SAFETY .....	20

ARTICLE 15 TRAINING.....20

ARTICLE 16 DURATION OF AGREEMENT .....20

APPENDIX "A"PART-TIME EMPLOYEES.....22

MEMORANDUM OF UNDERSTANDING – AGENCY DRIVERS

26

MEMORANDUM OF UNDERSTANDING – ONTARIO

PROVINCIAL PENSION PLAN .....27

## **ARTICLE 1 RECOGNITION**

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in the City of Toronto, the Town of Oakville and the Regions of Peel, York and Durham, save and except supervisors, persons above the rank of supervisors, office and sales staff. Part-time employees and Students shall be covered only in accordance with Appendix "A" of the Collective agreement.

## **ARTICLE 2 UNION SECURITY**

- 2.01 The Company agrees that all employees covered by this Agreement (except new employees during their probationary period) shall, as a condition of employment, become and remain members of the Union in good standing.
- 2.02 New employees shall make application for membership in the Union and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served.
- 2.03 The Company agrees to deduct initiation fees and monthly dues from each eligible employee on a monthly basis and remit the monies so deducted,

together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union before the tenth (10<sup>th</sup>) of the month following the month in which deductions were made. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of initiation fees and dues, and such notification shall be the Company's conclusive authority to make the deductions specified.

- 2.04 Subject to the provisions of Article 3, effective as of this Agreement and subject to the Company's right to lay-off employees, eighty-five (85) full-time employees shall be maintained for the term of this Agreement, provided there is no reduction in the Company's work requirements. Except where employment ends by reason of attrition (like resignation, retirement and death), full-time employees whose employment ends 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 7.15 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 Article 7.06.
- 2.05 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.

2.06 The Union shall be entitled to elect one (1) Union Steward who is regularly employed at the Ontario Food Terminal, one (1) Union Steward who is regularly employed at the Company's Dwight Avenue Facility and one (1) Union Steward who is regularly employed as a driver from the seniority employees covered by this Agreement who shall discharge the responsibilities of administering this Collective Agreement, provided that the discharging of such duties shall not interfere with the normal affairs of the Company's operations. Each Union Steward shall have exclusive jurisdiction over the area in which they are employed, except that one of the other Stewards may act as an alternate in the case of the primary Steward's absence. It is understood that the Stewards have their regular work to perform on behalf of the Company, and when it is necessary to service a grievance, a Steward will not leave their work without first notifying the available immediate supervisor. Matters to be dealt with under this Agreement dealing with grievances shall normally be discussed during working hours, however, any lengthy discussions or negotiations or settlement of any grievances or dispute, at the request of either party, shall take place outside of working hours. With this understanding, the Steward(s) shall not suffer loss of regular straight time pay for any time used in handling grievances, excluding arbitration, except that, in the case that more than one Steward is involved in the handling of a grievance, the

Company's responsibility to compensate for time used in the handling of the grievance shall be limited to the time of one Steward.

- 2.07 The Stewards shall not suffer a loss of regular straight time pay for time spent meeting with the Company during negotiations of a renewal collective agreement, excluding conciliation and mediation.
- 2.08 A Union Steward shall be present at any meeting held with an employee for the purpose of discipline. Discipline means verbal documented warnings or imposition of a penalty. The Company may suspend an employee immediately, without the presence of a Union Steward, pending further investigation when, in its judgment, circumstances warrant such action, but will delay final disposition until the Steward is available.
- 2.09 The Union shall advise the Company in writing of the names of the Union Stewards and the alternate Stewards and the Company shall not be required to recognize the Stewards until it is so advised.
- 2.10 Students and Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.
- 2.11 The Company, the Union and the Employees are committed to observing the principles and obligations of the Human Rights Code, with the

intent of creating a workplace that is free from harassment and discrimination. The Company, the Union and the Employees also acknowledge that workplace accommodation is a shared responsibility and the Company, the Union and the Employees will cooperate with one another in the workplace accommodation process.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the sole and exclusive function of the Company to:
- (a) Operate and manage its business in all respects and to direct the working force;
  - (b) Maintain order, discipline and efficiency and set reasonable production standards;
  - (c) Introduce new or improved methods and facilities;
  - (d) Make and enforce rules, regulations and policies, not inconsistent with the provisions of this Agreement;
  - (e) Hire, discharge employees for cause, (who have completed their probationary period), transfer, classify, demote, promote, subject to the terms of the Agreement.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

4.01 If an employee has a grievance, it shall be reduced to writing on forms supplied by the Union and taken up in the following manner:

Step 1: By a conference between the employee, the Steward and the Supervisor. The Supervisor shall give their written decision to the Steward within four (4) calendar days. Failing settlement, then:

Step 2: By a conference between the employee, the Steward, an official of the Union and the Manager. The Manager shall give their written decision to the Union official within seven (7) calendar days or a longer period, if mutually agreed with the official of the Union.

4.02 Any complaint, difference or dispute or alleged violation of this Agreement arising between the Company and the Union (i.e., Union or Company grievances) shall be dealt with under Step 2, provided a written grievance is filed by the grieving party with the other party.

4.03 No grievance may be submitted or considered under the grievance procedure unless it has been presented within fifteen (15) calendar days from the time of the occurrence of the incident giving rise to the grievance.

4.04 Employees shall be subject to discipline or discharge by the Company for violation of Company rules or other just cause. Appeal from discipline or discharge may be taken up at Step 2 of the grievance procedure and may be settled by:

(a) confirming the Company's action in dismissal of the employee;

(b) reinstating the employee with full compensation; or

(c) any other arrangement which may be deemed just and equitable.

4.05 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 (2) years from the date they are issued.

## **ARTICLE 5 ARBITRATION PROCEDURE**

5.01

i) Failing resolution of a grievance, the grievance may be referred to arbitration or, on agreement of the parties, to mediation within thirty (30) calendar days after the decision is communicated under Step 2 of the Grievance

Procedure.

- ii) The Company and the Union shall endeavour to choose a mutually acceptable arbitrator who shall hear the arbitration. Should the Company and the Union fail, within five (5) calendar days, to agree upon an arbitrator, then an application may be made by either party to the Minister of Labour for the Province of Ontario, requesting them to appoint an arbitrator forthwith.
- iii) Each party shall pay one-half (1/2) the fees and expenses (if any) of the arbitrator.
- iv) In the event that the time for doing anything under this Agreement expires on a Saturday, Sunday or Public Holiday, the time shall be extended to the next regular business day.

5.02 Each of the parties hereto shall bear all expense of its own representative at the arbitration hearing.

5.03 The arbitrator shall not make any decision inconsistent with this Agreement nor alter, modify or amend any part of this Agreement, but shall only consider the question in dispute.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

- 6.01 During the term of this Agreement, the Union agrees that there will be no strike and the Company agrees that there will be no lockout.

## **ARTICLE 7 SENIORITY**

- 7.01 Seniority for Warehouse/Driver/Cleaner employees is as indicated on the seniority list for Warehouse/Driver/Cleaner employees. Seniority for newly hired Warehouse/Driver/Cleaner employees is attained the date the employee successfully completes their probationary period as stipulated in Clause 7.05 hereof.
- 7.02 Seniority for Packaging employees is as indicated on the seniority list for Packaging employees. Seniority for newly hired Packaging employees is attained the date the employee successfully completes their probationary period as stipulated in clause 7.05 hereof.
- 7.03 Seniority for Maintenance employees is as indicated on the seniority list for Maintenance employees. Seniority for newly hired Maintenance employees is attained the date the employee successfully completes their probationary period as stipulated in clause 7.05 hereof.

- 7.04 Employees in the three (3) separate seniority groups identified in Clauses 7.01, 7.02 and 7.03 hereof shall be listed and maintained on separate seniority lists, one (1) for the Warehouse/Driver/Cleaner employees, one (1) for Packaging employees and one (1) for Maintenance employees. Employees listed on the respective seniority list shall not be eligible under any circumstances to transfer or bump into the other seniority groups.
- 7.05 Each employee shall serve a probationary period equal to the first six hundred (600) hours worked. Upon completion of the probationary period, the employee shall attain regular employee status. This clause shall apply to all employees who are currently on probation and any new employees hired. The probationary period cannot be satisfied through period(s) of inactive employment. Until an employee completes the probationary period, their name shall not appear on any seniority list. The termination of a probationary employee does not constitute a difference, complaint or dispute between the parties. Upon successful completion of the probationary period, the employee's name shall be added to the seniority list with seniority attributed from the last date of hire.
- 7.06 (a) In the event of lay-off, seniority will determine the employees to be retained. Employees being displaced due to a lay-off or job elimination may, at the time of lay-off or job elimination,

exercise their seniority by bumping in order of seniority and the Company will lay-off employees in the following order:

- (1) Part-time employees in their probationary period (associated with the seniority group to which they would advance), with reference to the date of hire to part-time position;
  - (2) Part-time employees within their seniority group;
  - (3) Full-time employees in their probationary period (associated with their seniority group to which they would advance), with reference to the date of hire to the full-time position;
  - (4) Full-time employees within their seniority group.
- (b) A full-time employee subject to lay-off may be offered the opportunity to work available part-time hours as specified in Appendix "A" hereof. For the first eight (8) weeks following the commencement of part-time hours, the employee shall have their wage rate maintained and premiums for health and welfare insurance benefits shall be continued. After the conclusion of such eight week period, all terms and conditions applicable to part-time employees shall apply to the employee while working part-time hours.

7.07 The Company agrees that persons not in the bargaining unit will not perform bargaining unit work in any instance where members of the bargaining unit are laid off, except in the event of an emergency or in the event that insufficient employees accept voluntary overtime.

7.08 (a) Employees may be granted leave of absence without pay and without loss of seniority up to a period of twelve (12) months, or longer period by mutual agreement, when authorized to serve in any capacity on official Union business.

(b) An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to the Company at least thirty (30) calendar days prior to the proposed commencement date of such leave of absence. The employee's request shall contain:

1. Reasons for the proposed absence;
2. The commencement date of the proposed leave of absence;
3. The length of the proposed leave of absence, not to exceed one (1) month. The Company's permission for a leave of absence shall not be unreasonably withheld and shall, in all cases, be subject

---

to the employee first exhausting accrued vacation time; In the case of competing requests for leave of absence during the same or overlapping time periods, the Company shall prefer the request that was made first in time;

4. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the employee, the Union and the Company. Failure to comply with this provision shall result in termination and the complete loss of seniority rights for the employee involved.

7.09 The seniority lists shall be placed on the bulletin board and will be revised by the Company at least every three (3) months. Such lists, forwarded to the Union, shall show the employee's starting date with the Company. If an employee wishes to challenge their placement on a seniority list, they must do so within five (5) working days of the date that the seniority list is posted by the Company. An employee may only challenge their placement effective from the date of the most recent posting, or if an employee is absent from work by reason of illness, vacation, accident, layoff or approved leave of absence, within five (5) working days of the employee's return to work. If the seniority list is not challenged in accordance with this Article, it shall be

conclusive for all purposes.

- 7.10 An employee shall lose all seniority and shall be deemed to be terminated if any of the following should occur:
- (a) voluntarily quits the employ of the Company;
  - (b) is justifiably discharged;
  - (c) is laid off for a period of more than twelve (12) months;
  - (d) having been laid off, fails to notify the Company of their intention to return to work within seven (7) calendar days of the date of mailing by registered mail to them of notice to return to work;
  - (e) overstays a leave of absence, or having a reasonable excuse, fails to notify the Company of such reasonable excuse;
  - (f) is absent from work without permission for more than one working day unless the employee has a bona fide reason.
- 7.11 It shall be the duty of employees to notify the Company promptly of any change in their address. If any employee shall fail to do this, the Company will not be responsible for failure of a notice to

reach such employee.

- 7.12 When an employee is transferred or promoted to a position outside the bargaining unit, he/she will retain their seniority and continue to accumulate seniority under this Agreement for a period of six (6) months or such longer period as may be mutually agreed from the date of such transfer or promotion. Should the employee return to the bargaining unit within such period, however, and there is then no vacancy which, by reason of their seniority or ability they're entitled to fill, they may displace the employee with the least seniority, provided they have the ability to do the work of the junior employee. In the event of such displacement, the junior employee will be considered laid off, and the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such a job. An employee shall be entitled to return to the bargaining unit once per their employment.
- 7.13 The Company agrees that all full-time bargaining unit vacancies which it intends to fill shall be posted for a period of five (5) calendar days and that all full-time employees within the seniority group of the vacancy shall have the right to bid on such postings prior to the hiring of new employees. Any vacancies resulting from the completion of the initial job posting process shall be posted in accordance with this Article, to a maximum of two (2) job postings in

addition to the initial job posting.

- 7.14 A driver who has lost their driver's licence, licence qualification or has become unacceptable to the Company's Insurer and is unable to work as a driver for those reasons, shall be placed on a leave of absence without pay for a period of up to one hundred and twenty days (120), during which period of leave of absence the driver shall attempt to become re-licensed, have their license qualification restored or become acceptable to the Company's Insurer. If they fail to do so by the expiry of the period of leave of absence, the driver's employment shall be terminated. Such termination shall be subject to the parties' mutual obligations to comply with the Human Rights Code and to accommodate the employee in the case that the duty to accommodate arises.

In addition, a driver who fails to immediately advise the Company of the fact that he/she was charged with committing any offense involving the operation of a motor vehicle or that they have had their license to operate a motor vehicle (or any licensing qualification) revoked or suspended, shall have their employment terminated.

- 7.15 Whenever forty (40) hours of work per week shall be regularly available in excess of the regularly scheduled work and exclusive of relief work performed for employees who are absent due to

sickness, injury and vacations, then another bargaining unit employee shall be added to the respective seniority list provided the said forty (40) hours of regularly available work is capable of being efficiently scheduled so it may be performed by a bargaining unit employee.

7.16 Employees shall bid for shifts as established and posted by the Company. Employees must submit their bids by December 31<sup>st</sup> of each year and shall indicate a minimum of five (5) shift preferences, in the order of preference, on forms to be supplied by the Company. The Company will post the shifts which it has established and for which employees may submit bids at least two (2) weeks prior to December 31<sup>st</sup> of each year. Shift changes will be implemented by the first Saturday after January 15<sup>th</sup> of each year.

7.17 The Company shall comply with the terms of the Employment Standards Act in respect of termination and severance of employment, save for the requirements that employees be employed by the Company for five (5) years or more and that the Company have a payroll of \$2.5 million or more.

## **ARTICLE 8 VACATIONS**

8.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Subject to Article 8.06, choice of vacation periods will be

based upon seniority provided it does not conflict with the Company's need to maintain an efficient work force.

8.02 The vacation year shall commence on January 1<sup>st</sup> in a year and end of December 31<sup>st</sup> of the same year.

8.03 An employee will earn vacation and vacation pay in accordance with the following:

a) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for less than 1 year shall accrue 1 day of vacation per each completed month of service, to a maximum of 9 days' vacation, and vacation pay in the amount of 4% of gross earnings in the vacation year.

b) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for 1 year or more shall accrue 0.833 day per each completed month of service (10 days for each completed year of service) and vacation pay in the amount of 4% of gross earnings in the vacation year.

c) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for 5 years or more shall accrue 1.25 days per each completed month of service (15 days for each completed year of service) and

vacation pay in the amount of 6% of gross earnings in the vacation year.

d) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for 12 years or more shall accrue 1.66 days per each completed month of service (20 days for each completed year of service) and vacation pay in the amount of 8% of gross earnings in the vacation year.

e) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for 23 years or more shall accrue 2.083 days per each completed month of service (25 days for each completed year of service) and vacation pay in the amount of 10% of gross earnings in the vacation year.

f) Employees who, as of January 1<sup>st</sup> of the vacation year, have been employed for 35 years or more shall accrue 2.5 days per each completed month of service (30 days for each completed year of service) and vacation pay in the amount of 12.5% of gross earnings in the vacation year.

8.04 a) The Company may advance to an employee who has completed the probationary period the vacation and vacation pay that an employee is expected to earn in the vacation year, up to a maximum of 10

days' vacation and associated vacation pay. In that case, the advance of the vacation and vacation pay shall be offset by the vacation and vacation pay that the employee subsequently earns.

b) If an employee's employment ends for any reason, the Company is authorized to deduct the amount of any vacation pay advanced to the employee, but which was not earned, from the amount of wages, or other payments, that the Company owes to the employee.

c) Should the amount of any deduction by the Company be insufficient to offset the amount of the vacation pay advanced, the employee shall immediately repay any balance of vacation pay owing to the Company.

d) Any earned vacation pay owed to an employee at the time of employment ends shall be paid by the Company on the employee's final pay.

8.05 Prior to the completion of a vacation year, the Company will prepare a summary of the vacation and vacation pay earned by an employee in the vacation year and the vacation and vacation pay which was provided to the employee in the vacation year. If an employee has earned vacation pay which was not paid, the amount of any unpaid vacation pay shall be paid to the employee within 30 days of the end of the vacation year. Any unused vacation

may not be carried forward to the next vacation year.

8.06 The vacation schedule shall be prepared and posted on the bulletin board by the Company by January 15<sup>th</sup> of each year and shall be removed from the bulletin board by April 1<sup>st</sup> of that year. Preference for vacation periods shall be granted in order of seniority only until April 1<sup>st</sup>, after which date an employee shall lose all preference rights and thereafter vacations shall be scheduled on a first-come basis, provided the Company is first notified of the request. While it is understood that employees are to take their vacations in consecutive weeks, by mutual agreement between the employee and the Company, a period of vacation may be split. 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. It is agreed that the needs of the business may accommodate five (5) employees in each of the full-time Warehouse/Driver/Cleaner seniority group (with two of the five employees being drivers), one (1) employee in the full-time packagers seniority group, one (1) in the Maintenance seniority on vacation during the same period(s).

8.07 An employee on approved vacation will receive any vacation pay by direct deposit on the regular pay

date occurring during the period of vacation.

## **ARTICLE 9 PUBLIC HOLIDAYS**

9.01 Full time employees will be entitled to the following public holidays.

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

9.02 To qualify for public holiday pay pursuant to this Article, the employee must work their regularly scheduled shifts before and after the day public holidays observed, unless they have reasonable cause for not doing so.

9.03 If a public holiday is observed on a day on which the employee is regularly scheduled to work, they shall receive the day off work with public holiday pay.

9.04 If a public holiday is observed on a day on which an employee is not regularly scheduled to work, the employee may, at least fifteen (15) days in advance of the day being observed as the public holiday,

elect to receive a substituted day off work in lieu of the public holiday (which day off shall be scheduled on the mutual agreement of the Company and the employee within one hundred and twenty (120) days of the date the public holiday is observed) or receive public holiday pay. In the case that the employee does not make an election in accordance with this Article, they shall be paid the public holiday pay.

9.05 Public holiday pay for each of the public holidays shall be equal to the employee's regular straight time rate of pay for a regular work day plus the night shift premium, if applicable.

9.06 If an employee agrees to work on a public holiday, the employee shall be paid at the rate of two (2) times their regular straight time rate of pay for work performed on the public holiday and receive public holiday pay in addition thereto. An employee who does not qualify for a paid public holiday shall be paid double time the employee's regular straight time rate for each hour worked on the public holiday.

9.07 Public holidays shall be observed in accordance with the common schedule established by the Ontario Food Terminal for all employees employed at the Ontario Food Terminal. For other employees, public holidays will be observed on the day that the public holiday naturally occurs unless that day occurs on a

Saturday or Sunday, in which case the Company shall determine the day of observance on a day or days adjoining to the weekend. The Company shall provide as much notice as possible to the Union and to employees respecting the day(s) selected for the observance of the public holiday.

- 9.08 The practice concerning the observance of public holidays, existing in respect of the employees regularly employed at the Ontario Food Terminal on a Sunday shall continue.
- 9.09 Notwithstanding the provisions above, public holiday pay will be paid to any probationary employee, in accordance with the Employment Standards Act.
- 9.10 Notwithstanding the provisions above, when a public holiday is observed on a day, shifts scheduled to commence between 12:00 PM the day prior to the observance to 12:00 PM on the day of the observance, shall be considered to occur on the day of the observance.
- 9.11 Public holidays shall refer to the public holidays listed in this Article.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME**

- 10.01 The regular work week shall consist of not more than forty hours per work week, which may be

scheduled as either five (5) X eight (8) hour shifts or four (4) X ten (10) hour shifts, or three (3) twelve (12) hour shifts.

Only drivers may be scheduled to work on a regular schedule comprised of 3 shifts per week of 12 hours each. An employee who is scheduled to work on a regular schedule comprised of 3 shifts per week of 12 hours each, and the employee actually works those shifts, shall be paid their regular rate of pay for 40 hours in that week. Overtime shall be payable in accordance with Article 10.09 of the Collective Agreement and will not be paid for work on a fourth day of work which is up to 40 hours in a week.

The regular work week shall commence with the first scheduled shift in the shift schedule and is not commensurate with the pay week.

All regular shift schedules shall include two (2) consecutive days free from work.

Only five (5) warehouse shifts will be required to work both Saturday and Sunday as a part of their regular schedule.

The Company and the Union agree to implement a standing committee on shift scheduling. The standing committee shall be comprised of two representatives of the Company and two representatives of the Union. The standing

committee shall meet within sixty (60) days of each of the shift bids contemplated by Article 7.16 of the Collective Agreement and more frequently in the case that the Committee agrees. The standing committee shall discuss issues respecting the implementation of the shift schedule and any new or alternate shifts. In the case that the standing committee cannot agree on any new or alternate shifts, the Company and the Union will refer the matter to expedited binding mediation-arbitration which shall be scheduled within thirty (30) days of the referral to mediation-arbitration unless the Company and the Union agree otherwise. The mediator-arbitrator shall only consider whether business reasons exist for the new or alternate shifts and, if such business reasons exist, the mediator-arbitrator shall approve the new or alternate shifts. The Company may implement the new or alternate shifts pending the decision of the mediator-arbitrator contemplated by this Article.

- 10.02 One and one-half (1½) times the employee's regular straight time rate shall be paid for all hours of work performed on the fifth (5<sup>th</sup>) day worked in the work week, for those employees scheduled to work four (4) days in a work week, and on the sixth (6<sup>th</sup>) day worked in the work week. Double the employee's regular straight time rate shall be paid for all hours of work performed on the seventh day worked in the work week; or on a public holiday, in addition to public holiday pay.

- 10.03 An employee who is required to report for work by the Company after they have completed their regular shift and after they have left the workplace shall be paid a minimum of four (4) hours at time and one half their regular straight time rate, or the pay for the hours actually worked, whichever is greater.
- 10.04 If an employee is requested to work overtime for two (2) hours or more, he/she shall be granted an additional fifteen (15) minute paid coffee break.
- 10.05 (a) i. Overtime opportunities which are expected to occur immediately at the conclusion of a scheduled shift shall be offered to employees at work on that shift on the basis of seniority within their respective seniority group.
- ii. In the case the Company is not able to meet its overtime requirements through the provisions of (i), the Company shall attempt to offer the overtime opportunity to the senior employee on the shift immediately following the shift described at (i). Should an employee accept an overtime opportunity under this Article, he/she shall be required to work through to the conclusion of their originally scheduled shift to a maximum of twelve

(12) hours. The employee may agree to work beyond the maximum of twelve (12) hours.

- (b) i. Overtime opportunities which are expected to occur off-shift shall be offered to employees on the basis of seniority within their respective seniority group. Overtime opportunities which are expected to occur on a public holiday or the Saturday or Sunday adjoining the public holiday shall be offered to employees who are regularly employed at the Company's location at which the overtime opportunity arises on the basis of seniority within their respective seniority group and, in the case that there are insufficient volunteers, the overtime opportunity will be offered to employees regularly employed at the Company's other location on the basis of seniority within their respective seniority group.
- ii. Once a senior employee accepts an overtime opportunity on a particular off-shift they shall not be eligible for overtime on the immediately adjacent off-shift unless the Company has not been able to satisfy its overtime requirements through the provisions of paragraph (b) (i).

- (c) In order to be eligible for overtime on off-shift(s), the employee must have worked all of their regularly scheduled shifts (four (4) or five (5), as the case may be) in advance of the off-shift(s) unless the employee is absent from a shift, or part of a shift, as a result of; sickness (provided that he/she presents a doctor's note dated the day of the absence); approved bereavement leave; approved jury duty leave; a short term disability; a long term disability; leave under the *Workplace Safety and Insurance Act*; and, approved personal leave of absence; approved leave for union business. It is further agreed that even in the case where one of the stated exceptions applies, an employee, in order to be eligible for overtime on off-shift(s), must in every case work all of their last regularly scheduled weekly shift immediately preceding the off-shift overtime opportunity (i.e., an employee who is scheduled Monday through Friday must work all of their regularly scheduled shift on Friday in order to be eligible for an off-shift overtime opportunity on Saturday).
- (d) In offering overtime opportunities under this Article 10.05, the Company shall advise as to the expected duration of the overtime opportunity. An employee who is not prepared to commit to work the duration of the expected overtime opportunity will be eligible to work

less than the expected duration of the overtime opportunity only if the Company cannot satisfy its overtime requirements through employees who are prepared to work for the entire duration of the overtime opportunity.

- (e) Employees who are on vacation shall be eligible for overtime opportunities on the off-shift(s) immediately in advance of the vacation week but not at the conclusion of the vacation week, unless the Company is not able to satisfy its overtime requirements through sub-paragraph (b) (i).

- 10.06 The Employer and the Union agree to cooperate with one another and make every reasonable effort to secure the necessary permits and approvals required by the *Employment Standards Act* to work hours in excess of the maximums prescribed by the *Employment Standards Act*.
- 10.07 A driver fully qualified with both AZ and DZ licenses shall be paid the AZ rate, unless the DZ assignment is made at the request of the driver or through the driver's bid.
- 10.08 Employees shall be entitled to one (1) fifteen (15) minute break without loss of regular straight time pay during each half of their shift to be scheduled by the Company.

10.09 Employees will be paid overtime pay, at a rate of one and one-half their regular straight time hourly rate, for all hours worked in excess of 40 hours in a week or for each hour worked in excess of the number of hours in the employee's regularly scheduled work day.

**ARTICLE 11  
CLASSIFICATIONS AND RATES OF PAY**

11.01 Wage rates during the term of this Agreement for full-time employees shall be as follows:

<b>J O B</b>	<b>January 1<sup>st</sup>, 2021</b>	<b>January 1<sup>st</sup>, 2022</b>	<b>January 1<sup>st</sup>, 2023</b>	<b>January 1<sup>st</sup>, 2024</b>	<b>January 1<sup>st</sup>, 2025</b>
Warehouse	\$ 24.05	\$ 24.29	\$ 24.53	\$ 24.77	\$ 25.02
AZ Driver	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00
DZ Driver	\$ 24.82	\$ 25.07	\$ 25.32	\$ 25.57	\$ 25.82
Maintenance	\$ 24.38	\$ 24.62	\$ 24.87	\$ 25.12	\$ 25.37
Cleaner	\$ 24.05	\$ 24.29	\$ 24.53	\$ 24.77	\$ 25.02

11.02 The following provisions shall apply to new employees, excluding packagers, hired after ratification of this renewal Collective Agreement:

- 75% of the job rate will be paid to full-time employees during the first twelve (12) months of employment; 90% of the job rate will be paid to drivers and maintenance.

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

11.03 Employees shall be paid weekly and not more than one (1) week's pay shall be withheld. The Company shall issue employees pay records in electronic format. Employees shall be required to provide the Company with an email address for the delivery of the pay records. In the case that an employee does not have access to an email address, the employee shall advise the Company accordingly and the Company shall make a hard copy of that pay record available to the employee.

- 11.04 A shift which commences after 7:00 PM. and prior to 3:01 AM shall be considered a night shift. A night shift premium of fifty cents (\$0.75) will apply to all hours worked during a night shift. It is understood that an employee who agrees to work in advance of or beyond their regular shift hours, which regular shift itself is not a night shift, will not be entitled to a night shift premium under this Article.
- 11.05 In its discretion, the Company may designate employees within the packaging department as lead hands. Also in its discretion, the Company may remove such designation. The Company may offer training to any employee who it designates to serve as a lead hand and the completion of such training may be a condition to the employee working as a lead hand. Any employee who is designated by the Company to serve as a lead hand will receive a premium of \$0.75 for each hour worked as a lead hand and provided that the employee remains designated by the Company as a lead hand.

## **ARTICLE 12**

### **HEALTH AND WELFARE**

- 12.01 In the event an employee on any day is injured while at work and unable to continue work, he/she shall not suffer a reduction in pay for the remainder of their scheduled hours on that day.

- 12.02 The Company agrees that in the event of a death of a member of the employee's immediate family, meaning wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law and grandparents, an employee may be permitted a bereavement leave of three consecutive days without loss of regular pay.
- 12.03 (a) The Company shall pay one hundred percent (100%) of the total premium cost of the existing Health and Welfare Plans.
- (b) The Company shall provide a prescription drug card. The Company shall pay the first seven (\$7.00) dollars of the applicable prescription drug dispensing fee. Employees shall be responsible for and shall pay any additional applicable prescription drug dispensing fee at the time that fee is charged by the provider. The prescription drug card shall, in no way, alter the applicable prescription drug insurance coverage and the eligibility for any prescription drug benefit shall remain subject to the terms of the insurance coverage.
- (c) In consideration of the Employer Health Levy, the Company's obligation to pay O.H.I.P. premiums or any amount in lieu of O.H.I.P. premiums under the Collective Agreement shall cease effective with the implementation of the Employer Health Levy.

- (d) The Company shall pay one hundred percent (100%) of the current premium costs of the employee's share of Canada Pension, up to a maximum of Seven Hundred (\$700.00) Dollars a year. The Company shall pay thirty percent (30%) of any increase in the employee's cost occurring during the term of this Collective Agreement.
- (e) Dental Care  
Fee Schedule: Current O.D.A. rates.

12.04 (a) Full-time employees shall be entitled to thirty-two (32) hours of paid leave per calendar year of full-time employment (prorated for each part-year of full-time employment) on account of legitimate illness or, if approved in advance by the company, on account of personal reasons. Unpaid hours shall not carry over and will be paid to an employee after the end of the calendar year. Employees who do not utilize any of the thirty-two (32) hours will be paid those hours, as described in this Article, and will be paid an additional eight (8) hours.

(b) In the event an employee is called and serves on a jury, upon proof, the Company shall reimburse the employee for the loss of their regular straight time pay during the approved Jury Duty Leave, subject to the employee

providing the Company with any monies he/she is provided by third parties in connection with the jury duty.

- 12.05 For an employee working in a driver classification, the Company shall reimburse the cost of any medical examination required by the Ministry of Transportation upon the presentation of a proper receipt. The Company shall also pay an employee for three (3) hours at their regular straight time rate of pay where he/she is required to attend such examination.
- 12.06 The Company shall continue a defined contribution pension plan, in which eligible full-time employees may participate in accordance with the terms of the plan and as described below.

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.

- 12.07 Full-Time employees shall, after completion of their probationary period, have pension contributions on the following progression scale:

1st Year of employment three (3) percent (3%)  
2nd Year of employment four (4) percent (4%)  
3rd Year of employment five (5) percent (5%)

## **ARTICLE 13 GENERAL**

- 13.01 A bulletin board will be provided by the Company for the use of the Union for calling meetings, etc. All notices shall have the approval of the Company prior to the posting thereof.
- 13.02 The Company agrees to supply a first aid box properly equipped and easily accessible as required by the Workplace Safety and Insurance Act.
- 13.03. Authorized representatives of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating the working conditions and ascertaining that this Agreement is being adhered to, provided however, that the Company is notified beforehand and that there is no interference with operations.
- 13.04 The Employer shall provide all full-time employees with a locker.
- 13.05 The Employer shall provide all Employees with access to a private area in which to change into and out of their work clothes.
- 13.06 Each employee who has completed their probationary period shall be provided an allowance to use towards the purchase of CSA approved safety

shoes, coat, gloves, wet gloves and coveralls. All employees must wear CSA approved safety shoes as a condition of employment. The allowance will be \$300.00 in 2021 and in each subsequent year of the Collective Agreement.

- 13.07 Full-time drivers who are actively employed in a month shall be eligible for reimbursement of up to \$20.00 of their monthly mobile phone costs, provided that they actually incur such costs and provided that they make themselves regularly available to the Company through their mobile phones. Further, full-time drivers are to submit claims for the reimbursement of their mobile phone costs, or other supporting documents which may be required by the Company, at intervals as may be directed by the Company. This expense will be paid on the first pay period of each month.

The eligibility for this allowance will end effective with the month that the Company provides a full-time driver with a device or other means to communicate with the Company which is paid by the Company.

**ARTICLE 14  
HEALTH AND SAFETY**

- 14.01 The Employer, the Employees and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the Employer, the governing regulatory authorities and as defined in the Occupational Health and Safety Act.
- 14.02 The Employer requires that safety footwear be worn at all times.
- 14.03 The Employer shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 14.04 The Employer agrees to provide a lunch area.

**ARTICLE 15  
TRAINING**

- 15.01 In the case that the Company determines it necessary to provide "DZ" licensed drivers with training to obtain an "AZ" license, the Company shall post such training opportunity and provide

such training to the most senior qualified "DZ" licensed driver.

**ARTICLE 16**  
**DURATION OF AGREEMENT**

- 16.01 Unless changed by mutual consent, this Agreement shall become effective on ratification and continue in full force and effect until December 15, 2025, and shall continue automatically thereafter for one (1) year periods unless one party notifies the other in writing within a period of three (3) months and not less than one (1) month immediately prior to the expiration date that it desires to amend the Agreement.
- 16.02 Negotiations shall begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph.
- 16.03 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 unless Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 15<sup>th</sup> day of December, 2020.

Ratified this 23<sup>rd</sup> day of December, 2020.

**FOR THE COMPANY:**

Claudio Trabucco

Alexandra Shields

**FOR THE UNION:**

Ken Dean

Migmar Migmar

Lobsang Khedup

/jq

## **A P P E N D I X "A"**

WHEREAS the Company and the Union have agreed to clarify the application of the Collective Agreement to part-time employees and students as follows:

1. Part-time employees and students shall be required to pay Union dues as determined by the Union but shall not be required to pay initiation fees. Part-time employees are to pay Union dues at the same rate as full-time employees. For the purpose of this clause 1, the Union agrees that part-time employees shall pay dues only in any month in which the employee actually works twenty-four (24) hours or more.
2. Part-time employees and students shall be covered only by the following Articles and provisions of the Collective Agreement:

Article 4 (Grievance Procedure)

Article 5 (Arbitration Procedure)

Article 6 (No Strike / No Lock-Out)

Article 7.08 (b) (Leave of Absence)

Article 7.09 (Posting of Seniority Lists)

Article 7.10 (Loss of Seniority)

Article 7.11 (Notification of Change in Address)

Article 10.08 (Coffee Break)

Article 11.04 (Shift Premium)

## Article 14 (Health and Safety)

The Civic Holiday will be considered to be a Public Holiday for purposes of Employment Standards.

In respect of matters not covered by the above-described Articles, the terms and conditions of employment shall be in accordance with the provisions of the Employment Standards Act.

3. Effective Year One (1), part-time employees, except for those described at paragraph 11 of Appendix A, shall be paid \$16.50 per hour. In Years Two to Five, the wage rate to be paid to such part-time employees shall be adjusted by 1% each year, which adjustments have been reflected in the progression below.

<b>J O B</b>	<b>January 1<sup>st</sup>, 2021</b>	<b>January 1<sup>st</sup>, 2022</b>	<b>January 1<sup>st</sup>, 2023</b>	<b>January 1<sup>st</sup>, 2024</b>	<b>January 1<sup>st</sup>, 2025</b>
PT Warehouse	\$16.50	\$16.66	\$16.83	\$16.98	\$17.15

4. Part-time employees shall not normally work more than thirty-two (32) hours per week, except when working hours as a result of absences by full-time employees due to (i) vacation and public holidays and (ii) short term or long term disability leave or other approved leaves of

absence (to a maximum of 50% of the hours associated with the latter class of absences).

In the case of drivers, part-time employees shall not normally be scheduled to work shifts/runs which are expected by the Company to exceed thirty-two (32) hours in a week, except when working hours as a result of absences by full-time employees drivers due to (i) vacation and public holidays and (ii) short term or long term disability leave or other approved leaves of absence (to a maximum of 50% of the hours associated with the latter class of absences).

Part-time hours shall be scheduled consistent with the following: for each of the distinct schedules ( I. OFT, II. Dwight Warehouse, III. Drivers), the Company shall be entitled to a ratio of 2:1, being forty (40) hours per week x the number of full-time employees to hours worked by part-time employees, excluding hours worked by part-time employees replacing full-time employees on vacation and off-work on a public holiday and excluding 50% of the hours worked by part-time employees to replace full-time employees who are absent as a result of short term or long term disability leaves, or other approved leaves of absence, shall not be considered in calculating the ratio.

- a. The Company shall provide a report to the respective union stewards within fourteen (14) days of the conclusion of each calendar quarter, which shall include a comprehensive report of part-time hours worked in the previous calendar quarter.

- b. If the Company does not maintain the ratio for two (2) months within a calendar quarter, the Company shall hire a full-time employee in the bargaining unit.
5. Part-time employees shall be given full consideration for full-time status prior to hiring from outside.
6. The Company shall maintain three (3) separate part-time seniority lists - a) Warehouse/Drivers/Cleaners; b) Maintenance Employees c) Packaging Employees.
7. A part-time employee shall obtain full-time status only when designated by the Company and shall serve the probationary period of three hundred (300) hours as required by this Appendix.
8. Each part-time employee and student shall serve a probationary period equal to the first six-hundred (600) hours worked. Upon completion of the probationary period, the employee shall attain regular employee status. This article shall apply to all employees who are currently on probation and any new employees hired. The probationary period cannot be satisfied through period(s) of inactive employment.

Until an employee completes the probationary period, their name shall not appear on any seniority list. The termination of a probationary employee does not constitute a complaint, difference or dispute between the parties. Upon successful completion of the probationary period, the employee's name shall be added to the

seniority list with seniority attributed from the last date of hire.

9. Part-time drivers and part-time maintenance employees shall be paid in accordance with Article 11 of the Collective Agreement, to a maximum of ninety percent (90%) of the job rate.
10. The Company shall continue the defined contribution pension plan as it existed and applied to part-time employees prior to the date of the conclusion of this Collective Agreement.
11. Retain service for three (3) months due to transfer or promoted to a position outside of the bargaining unit.
12. Each employee who has completed their probationary period shall be provided an allowance of \$150.00 to use towards the purchase of CSA approved safety shoes, coat, gloves, wet gloves and coveralls. All employees must wear CSA approved safety shoes as a condition of employment. To qualify, a part-time employee must have worked at least 1200 hours in the previous calendar year. Payments will be made in January the following year.
13. The Company shall implement a Health Spending Account (HSA) for its part-time employees based on the following criteria and which will be subject to the terms of the HSA as imposed by the insurer:

Year One (1):	\$650.00
Year Two (2):	\$650.00
Year Three (3):	\$650.00
Year Four (4):	\$750.00
Year Five (5):	\$750.00

To qualify, a part-time employee must have worked 1200 hours in the previous calendar year and have a minimum of two (2) years of service by December 31<sup>st</sup> of the previous year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 15<sup>th</sup> day of December, 2020.

Ratified this 23<sup>rd</sup> day of December, 2020.

**FOR THE COMPANY:**

Claudio Trabucco

Alexandra Shields

**FOR THE UNION:**

Ken Dean

Migmar Migmar

Lobsang Khedup

/jq

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**GAMBLES ONTARIO PRODUCE INCORPORATED  
(the "Company")**

**AND**

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

WHEREAS, during the course of negotiations, the parties have agreed as follows:

The Employer reserves the right to retain the services of agency drivers, owner/operators or contractors, including their vehicles, as the case may be, where the Employer does not have the required immediate qualified drivers and equipment to meet operational requirements. This Memorandum is not intended to undermine the hiring of drivers to the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 15<sup>th</sup> day of December, 2020.

Ratified this 23<sup>rd</sup> day of December, 2020.

**FOR THE COMPANY:**

Claudio Trabucco

Alexandra Shields

**FOR THE UNION:**

Ken Dean

Migmar Migmar

Lobsang Khedup

/jq

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**GAMBLES ONTARIO PRODUCE INCORPORATED**  
**(the "Company")**

### **AND**

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

WHEREAS, during the course of negotiations, the parties have agreed as follows:

The Company and the Union are aware of the Provincial Government's intention to introduce a Provincial retirement pension plan. The details of the proposed Provincial retirement pension plan are not yet confirmed and, as a result, the Company and the Union have been unable to determine how, if at all, the proposed Provincial retirement pension plan would integrate with the current Registered Pension Plan, which is sponsored by the Company. The Company and the Union are committed to considering those issues as the details of the Provincial retirement pension plan are confirmed. Once the details are confirmed, the Company and the Union agree to negotiate in good faith to integrate the current Registered Pension Plan with the terms of the Provincial retirement pension plan and to discuss any appropriate changes to Articles 12.06 and 12.07 of the

Collective Agreement. In the case that the Company and the Union are unable to agree on the matters covered by this Memorandum, either the Company or the Union may request that they be referred to arbitration. The Arbitrator shall determine what, if any, changes are to be made to Articles 12.06 and 12.07 of the Collective Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 15<sup>th</sup> day of December, 2020.

Ratified this 23<sup>rd</sup> day of December, 2020.

**FOR THE COMPANY:**

Claudio Trabucco

Alexandra Shields

**FOR THE UNION:**

Ken Dean

Migmar Migmar

Lobsang Khedup

/jq

# 2021

## 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	

# 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			







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**



Follow us on Social Media...