Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

Hopewell Logistics Inc.

(hereinafter referred to as the "Company")

March 2, 2024 to March 1, 2029

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 Hopewell Logistics 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 1.3 million working women and men who are members of the Teamsters Union.

Teamsters move forward together…

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,

Jason Sweet, President
Teamsters Local 419

"In Solidarity We Rise"

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM CHEEMA
Union Dues	KAREN CANN

"In Solidarity We Rise"

Teamsters Historical Overview

International Brotherhood of Teamsters
1,300,000 Members

Teamsters Canada
125,000 Members

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

Teamsters Local Union 419

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

Teamsters Local Union 419 includes members in the following industries:

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

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

Teamsters Local Union 419

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

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

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

WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits that non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.

- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?

- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.

- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.

- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

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

WHO IS YOUR UNION STEWARD?

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

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

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

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

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

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

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

Interviews or Investigations

As a Teamster Member,

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

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

1) **Demand union representation:**
   Ask for Union representation before the interview.

2) **Refuse to proceed without union representation:**
   If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) **Union representation is a fundamental right:**
   The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW

THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

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ARTICLE 1 – PURPOSE OF AGREEMENT

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

ARTICLE 2 – SCOPE AND RECOGNITION

2.00 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Hopewell Logistics Inc. working in the Nestle Building at 9050 Airport Road in the City of Brampton, save and except Supervisors, persons above the rank of Supervisor, office, sales and clerical staff.

2.01 The word "employee" or "employees" wherever used in the Agreement shall mean respectively "employee" or "employees" in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.02 Persons not covered by this Agreement shall not perform work normally performed by warehousepersons in the bargaining unit while full-time seniority warehousepersons qualified to perform the work are laid off, except:

(a) for the purposes of instructions or training;

(b) for situations requiring immediate action or when customer requirements are jeopardized;

(c) for special requests by clients or customers related to stored product, e.g. Costco, Wal-Mart stickers; or

(d) for physical counts and audits.

2.03 The parties agree that in the circumstances of reducing warehouseperson work by layoffs, temporary agency personnel shall be reduced first, if any are still employed, and finally, warehousepersons.

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

2.05 The Company and the Union agree to the use of Temporary Agency Personnel as specifically set out in Appendix "A" of this Collective Agreement. The parties agree that Temporary Agency Personnel are not covered by any rights under this Collective Agreement.

2.06 The Company and the Union shall each pay fifty percent (50%) of the total cost of printing the Collective Agreement.

ARTICLE 3 – RESERVATIONS TO MANAGEMENT

3.00 The management of the Company and its operations and the direction of the employees are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline, profitability, efficiency, productivity, product quality and customer service, and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees and to discipline or discharge probationary employees based on a good faith standard only and non-probationary employees for just cause, subject to the terms of this Agreement;

(b) establish and administer tests for the purpose of assisting the Company to determine an employee's qualifications, and require medical examinations by Company appointed physicians for any legitimate reason, provided that the medical examination is not in violation of the *Workplace Safety and Insurance Act* or the *Human Rights Code*, and the Company shall pay all costs for the examinations by its physicians;

(c) select, hire, train, transfer, promote, demote, classify, layoff and recall employees and select employees for positions excluded from the bargaining unit.

3.01 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the parties agree the express provisions of this Agreement constitute the only limitations on the Company's rights.

ARTICLE 4 – UNION SECURITY

4.00 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of "membership in good standing" means that the employees must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

4.01 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.

4.02 The Company agrees to deduct Union dues and initiation fees or assessments and monthly dues as specified in the Union Constitution from each eligible employee and remit monthly on or before the 20th day of the current month, the monies so deducted, together with a list showing from whom and in what amounts deductions were made, to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

4.03 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 for persons from whom deductions have been made:

All monthly dues for members, including new members, with current address, postal code and Social Insurance Number. Addresses will be updated as well as name changes, i.e. marriage.

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

4.05 In consideration for the deducting and remittance of Union dues by the Company, 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

5.00 The Union may appoint or elect, and the Company shall recognize, the following Stewards:

One (1) day steward

One (1) afternoon steward

One (1) weekend steward

One (1) weekend night steward

The Company also agrees to recognize one (1) employee appointed or elected as an alternate Steward for each regular Steward position contained in the Article for the purposes of assisting in the presentation of any proper grievances that may arise, only in the event that the regular Steward is absent from work.

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

5.02 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. For time spent outside their regularly scheduled working hours, Stewards will be paid at the overtime rate.

5.03 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. If the authorized representative wishes access for other purposes, he may contact the Company Manager for access.

5.04 The Company shall pay, at their normal rate of pay, for one (1) full shift (on each occasion), a maximum of three (3) employees on the Union negotiating committee for time spent negotiating this Agreement with the Company up to, but not including, conciliation. Thereafter, the Company shall continue the normal gross pay of the employees and bill the Union accordingly.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.00 The Company and the Union agree that it is the purpose of the grievance procedure to settle, amicably and fairly, 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 adjust complaints and grievances as quickly as possible.

6.01 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.

6.02 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within twenty (20) calendar days after the circumstances giving rise to such grievance occurred or originated. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.03 **Step One:**

By a conference between the aggrieved employee and his Supervisor; the employee shall be accompanied by his Steward. The employee's Supervisor shall give his decision in writing within ten (10) calendar days following this meeting.

6.04 **Step Two:**

Within five (5) calendar days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step Two. The Manager or his designate shall schedule a meeting to be held within fifteen (15) calendar days from the time when such grievance was presented to him or his designate.

At the Step Two meeting, the employee shall be accompanied by his Steward or Alternate, and the Manager, or his designate, may be accompanied by officials of the Company. The Business Representative of the Union shall be present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the Company within ten (10) calendar days immediately following the date of such meeting.

6.05 A group grievance which is defined as an alleged violation of this Agreement of similar facts and concerning a substantial number of employees in the bargaining unit may be lodged by an authorized representative of the Union or Union Steward in writing with the Company at Step 2 of the grievance procedure at any time within twenty (20) calendar 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.

6.06 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) calendar days of the occurrence of the matter giving rise to the grievance. The Manager, or his designate, shall schedule a meeting between the parties to be held within ten (10) calendar days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) calendar days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

6.07 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.

6.08 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7.

6.09 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.

6.10 If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward or Alternate, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

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

6.12 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 or Alternate, then he will immediately leave the premises.

6.13 A Steward shall be present during any conversations that occur between employees and the Company where the matter discussed will become part of the employee's record. If a Steward or Alternate is not on shift, the employee may choose another employee on the shift.

6.14 Any action or decision in respect of any employee, when the matter will become part of the employee's record, shall not be based on any item in his personnel record which has been on file for more than eighteen (18) months.

6.15 Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The business representative acting on behalf of the Union, with the written permission of the employee provided to the Company, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

ARTICLE 7 – ARBITRATION

7.00 Failing settlement under Step Two 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 thirty (30) calendar days after the decision in Step Two is given, the grievance shall be deemed to have been abandoned without prejudice.

7.01 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 Minister in accordance with the *Labour Relations Act*.

7.02 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.

7.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor to substitute any new provisions nor to deal with any matter that is not a proper subject for a grievance.

7.04 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

7.05 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.

7.06 No matter shall be submitted to arbitration which has not been duly carried through the grievance procedure.

ARTICLE 8 – STRIKES AND LOCKOUTS

8.00 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act, 1995*.

ARTICLE 9 – CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCE

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

Warehouse Wages		Effective	Effective	Effective	Effective	Effective
Classification	Progression	2-Mar-24	2-Mar-25	2-Mar-26	2-Mar-27	2-Mar-28
Warehouse	0-6 months	$ 25.48	$ 26.75	$ 27.96	$ 28.79	$ 29.66
	7-12 months	$ 26.98	$ 28.33	$ 29.60	$ 30.49	$ 31.40
	13 -18 months	$ 28.48	$ 29.90	$ 31.25	$ 32.18	$ 33.15
	Maximum	$ 30.00	$ 31.50	$ 32.91	$ 33.90	$ 34.91

Classification	Current	March 02, 2024	March 02, 2025	March 02, 2026	March 02, 2027	March 02, 2028
Increase		7.14%	5%	4.5%	3%	3%
Warehouse	$28.00	$30.00	$31.50	$32.91	$33.90	$34.91

9.01 b) **Shift Premium**

Any employee who works an “afternoon” shift shall receive a shift premium of eighty-five ($.85) cents per hour for each hour worked on that shift. Any employee who works a “night” shift shall receive a shift premium of one ($1.00) dollar for each hour worked on that shift. Any person who works the weekend shift shall receive a shift premium of $3.33 effective March 2, 2024, $3.50 effective March 2, 2025, $3.66 effective March 2, 2026, $3.77 effective March 2, 2027, and $3.88 effective March 2, 2028.

c) For all purposes herein, any shift which during the regular workweek starts:

- at or after 12:00 noon and before 6:00 PM, shall be an “afternoon shift” and shall be deemed wholly and only to be a shift on the day on which it starts,
- at or after 6:00 PM and before midnight, shall be a “night shift” and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts;
- at or after midnight and before or at 3:00 AM shall be a “night shift” and any other shift shall be a “day shift”.

9.02 If the Company decides to introduce a new shift, they shall notify the Union at least thirty (30) days in advance, provide them with the relevant analysis and information, meet if requested and conclude an agreement in writing. If either party wishes to arbitrate the terms under which the new shift will operate, they may appoint a nominee and the other party shall do so also and they shall select an arbitrator to meet with the parties as soon as possible to mediate – arbitrate a result consistent with the terms of the collective agreement. In the interim, the Company may implement the new shift on the terms and conditions which it proposes for mediation-arbitration. The arbitration board may order a result which includes a retroactive award for wage rate or shift premium. The provisions of articles 7.03 and 7.05 shall be applicable. The *Arbitrations Act* and s. 49 of the *Labour Relations Act* shall not apply. Any arbitral decision shall be unique to the case at hand and not a precedent.

9.03 The above process of Article 9.02 may also be applied if the Union alleges that the Company has created a new classification which is not appropriately paid under the terms of the Agreement. If such an allegation is made, the Company shall respond with appropriate information and meet, if requested. Either party may proceed to arbitration as set out above. In the interim, as above, the work shall be performed on the terms and conditions proposed by the Company and the Board may order a retroactive adjustment in rate or premium.

9.04 Employees shall be paid each week by payroll deposit and no more than one (1) week's pay will be held back. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, together with deductions from pay.

9.05 Effective in January of each year, the Company shall provide each employee who has completed his probationary period with an allowance of $350.00 to be used by the employee to purchase safety shoes and Company apparel. Any employee who has completed his probationary period by June 10, 2003, who has not received his allowance for 2003 shall have it provided during July.

9.06 An employee who works two (2) hours or more outside of his scheduled shift shall be paid a meal allowance of fifteen ($15.00) dollars.

9.07 Where the term "gross rate" is used in the Agreement, it shall mean a rate equal to the "hourly rate" plus the applicable "shift premium" in the case of an employee who qualifies for "shift premium" as set out in Article 9.01 (b) respectively hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.

9.08 The Company will allow employee's adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.

ARTICLE 10 – HOLIDAYS

10.00 The following Statutory Holidays will be granted to each employee as follows:

New Years Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	

and for each Holiday, the Company shall pay to each eligible employee an amount equal to ten (10) hours pay at the gross rate for employees on either the ten (10) or twelve (12) hour shift, except that when a Holiday falls on what otherwise would be a regularly scheduled day for an eligible employee on a twelve (12) hour shift, that employee shall be paid twelve (12) hours pay at the gross rate.

In addition to the foregoing Holidays, the Company shall provide two (2) floating day Holidays, to be taken during the contract year at the choice of the employee, subject to one (1) week's advance notice, provided it does not conflict with the Company's need to maintain an efficient work force.

10.01 In order to qualify for premium pay and/or holiday pay, employees must work their last regularly scheduled day of work before and their first regularly scheduled day of work after the holiday, unless:

(a) absent on vacation;

(b) absent on either of those days and such absence is authorized by the Employer based on an appropriate medical certificate issued by a qualified physician which is submitted to the Employer on the day the employee returns to work (unless a valid reason can be provided for the failure to do so and the medical certificate is dated within two (2) days of the absence);

(c) absent due to an emergency situation related to the employee or an immediate family member that arose on short notice and could not be addressed outside of working hours;

(d) Absent pursuant to clause 14.05.

(e) 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 amount equal to ten (10) hours pay at the gross rate for employees on either the ten (10) or twelve (12) hours shift.

(f) Where the Holiday falls on an employee's scheduled day off and provided that the employee qualifies under Article 10.02, the Company shall pay the employee his regular gross hourly rate or an amount equal to ten (10) hours pay at the gross rate for employees on either the ten (10) or twelve (12) hours shift. The employee will have the option of substituting another working day in lieu of the holiday at a mutually agreed date not later than his next annual vacation, and paid in accordance with this section.

(g) Paid holiday hours not worked shall not be counted for calculation of overtime pay.

(h) An employee who works on a holiday may choose a lieu day for his holiday which shall be scheduled during the next twelve months on a date mutually agreed upon by the employee and his supervisor. In such a case, the scheduled hours on the original holiday shall be worked at the regular rate and the lieu day shall be scheduled on a regular work day without loss of normal pay.

10.03 In the event a statutory holiday for Ontario is proclaimed by either the Federal or Ontario Governments, such holiday shall be added to the list in Article 10.01.

ARTICLE 11 – VACATIONS

11.00 The Company will grant all employees to whom this Agreement is applicable a vacation period.

11.01 The vacation year shall commence January 01 each year and eligibility for vacation entitlement shall be based upon the employee's service each January.

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

Length of Service at January 1	***Vacation Entitlement***
Less than one (1) year	One (1) day'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	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks (effective January 1, 2025)

11.02 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more.

11.03 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, on a separate payroll deposit.

11.04 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular pay day before his vacation commences providing he has requested this at least two pay periods in advance, unless the vacation has been posted pursuant to clause 11.07.

11.05 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.

11.06 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to schedule up to two (2) weeks of their vacation at one time, within the calendar year except as otherwise provided in this Agreement, recognizing that vacation availability will be subject to operational requirements.

All submissions for vacation shall be made in writing on forms (supplied by the Company before April 1) by April 15 for the current calendar year. These applications will be processed and approved subject to seniority provisions and posted by April 30. These approvals cannot be changed without the consent of the affected employees.

11.07 Submissions received after April 15 must be made in writing at least one (1) month in advance of vacation and approvals granted within four (4) days after the request, in writing, subject to operational requirements. A vacation booking schedule will be posted at all times by the Company. No seniority rights shall apply after April 15 in the scheduling of vacation time. (No bumping)

11.08 In the event of a conflict arising between two (2) or more employees as to when they schedule their vacation, the most senior employee shall have the preference, pursuant to clause 11.08.

ARTICLE 12 – SENIORITY

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

12.01 New employees will be considered as probationary employees for the first seven hundred and twenty (720) worked hours of their employment and the discharge of any such employee shall be at the sole discretion of the Company. In the event a part-time employee who has completed his probationary period is hired to a full-time position of the same requirements and department as those of his normal part-time assignments, the probationary period shall be waived.

Following completion of the probationary period, an employee shall have his name placed on a seniority list and he shall have seniority dating from the date of commencement of his most recent period of employment in the bargaining unit and since which date, there has not been loss of all seniority pursuant to 12.12 hereof.

12.02 (a) i) **Bumping Rights**

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping the most junior employee. Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above. When bumping into a machine operator's position, the employee must pass the prescribed company test for said position.

ii) In the event of a temporary lay-off of two days or less, the most junior employee on the shift shall be laid off in the classification in question provided the remaining employees are immediately capable of satisfactorily performing the work required. Neither notice or bumping shall apply.

(b) **Lay-off Notice**

For a lay-off which is expected to exceed one week, the Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the *Employment Standards Act*, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

(c) **Lay-off Benefits Coverage**

The Company will continue to pay the premium contributions for a full-time laid-off warehouseperson for the following benefits coverage pursuant to Article 15.01 until the end of the month following the month of lay-off:

- Group Life and Accidental Death and Dismemberment Insurance
- Extended Health Care Benefits
- Vision Care
- Dental.

12.03 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient to perform the work required when additional regularly scheduled shifts are needed.

12.04 If an employee is transferred from one classification to another, there shall be no loss of seniority.

12.05 A Master seniority list shall be placed on the bulletin board and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union. The initial seniority list shall be Appendix B.

12.06 (a) When temporarily recalled, the person shall be paid the appropriate rate of pay for the classification in which he or she is working;

(b) When temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees provided they are available when the work is required.

(c) For a laid off seniority employee who has accepted work as a part-time employee and works more than 120 hours in a month, the Company shall pay the premium contributions for the Extended Health Care benefits coverage provided under Article 12.02(c) for the following month.

12.07 In the event a sufficient number of qualified laid off employees pursuant to recall under Article 12.03 do not elect to work available regularly scheduled hours to meet the Company's staffing requirements, part-time employees may be used, failing which the Company may have the work completed by whatever means it deems appropriate.

12.08 When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180 calendar day period, the employee shall not have any seniority under this Agreement.

Shall the employee return to the bargaining unit within a period of 180 calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Article shall qualify for benefits under this Agreement, based on his total continuous service with the Company.

12.09 Notwithstanding their seniority status, Stewards will be continued at work on their own shift as long as work is available which they are qualified and able to do.

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

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

(a) if an employee quits or retires;

(b) if an employee is discharged and the discharge is not reversed through the grievance procedure;

(c) if an employee has been absent from work for more than three (3) working days without notifying the Company and providing a reasonable explanation for this absence, and the failure to notify the Company, unless the failure to notify the Company is due to circumstances beyond the employee's reasonable control;

(d) if an employee fails to return to work promptly upon termination of an authorized leave of absence, unless the failure to return promptly is due to circumstances beyond the employee's reasonable control;

(e) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority full-time employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;

(f) if a seniority employee is laid off for a period in excess of twelve (12) months;

(g) if an employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

(h) if an employee attends at work under the influence of illegal drugs or alcohol, however, always in strict compliance to the Human Rights Code;

(i) if an employee steals any customer product.

12.12 In the event a seniority employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive notice and/or pay in lieu of notice pursuant to clause 12.02(b).

12.13 During the third week of each month, the shift supervisor shall post a list of the regular work assignments (see below) anticipated for the next calendar month. Each employee in the warehouseperson classification, by shift and seniority shall indicate to their shift supervisor in writing, on forms supplied by the Company the work assignment which he would like to be assigned for the following month. The supervisor will review the requests received and assign the employees to the work assignments available taking into account the expressed desire of the employees in order of seniority provided they have the ability to perform the work assignment requested. It is agreed, however, that nothing herein will limit the Company's ability to reassign employees to other work assignments as required which will always be in strict compliance of this Agreement.

The following are the work assignments that employees shall be entitled to request via seniority on a monthly basis:

(a)	Receiver	(g)	Recoup
(b)	Counter	(h)	Putaway
(c)	Shipper	(i)	Utility
(d)	Picker	(j)	Cleaner (Day Shift only)
(e)	Replenisher	(k)	Layer Picker and Layer Pick Counter
(f)	Returns		

For Recoup, Utility and Returns work assignments will be posted on a three-monthly basis.

ARTICLE 13 – JOB POSTINGS, PROMOTIONS, TRANSFERS

13.00 The Company will post all permanent job opening(s) for a period of seven (7) calendar days. In the event that an employee(s) is absent from his/her job assignment during the aforementioned period, the Company, with the Steward present, will place a phone call in an attempt to contact said employee(s) to advise him/her of said posting(s).

13.01 When skill and ability are sufficient to perform the work satisfactorily, seniority shall be the governing factor in filling the position(s).

13.02 The successful applicant(s) shall be given a two (2) week familiarization period in the new position. Thereafter, an employee, due to his inability or unwillingness to perform the work required, may elect to return directly or may be returned directly by the Company to the job he held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting. The returning employee will be ineligible to apply for another job posting pursuant to clause 13.01 for a period of six (6) months from the date of his/her return.

13.03 Vacancies resulting from the filling of the first vacancy that is left, on days, will be posted. Other residual vacancies will not be posted, but will be automatically filled by the Company transferring the senior employee, who has the ability to perform the work, provided that the senior employee is agreeable to such transfer. Thereafter, any residual vacancy shall be filled at the discretion of the Company.

13.04 Permanent full-time openings may be filled for a temporary period not to exceed thirty (30) calendar days except where otherwise agreed by the Union and the Company.

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

13.06 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to be downgraded, he shall be paid the rate for the classification to which he is downgraded.

13.07 When the Company fills a vacancy resulting from the first posting, all Stewards involved will be given the name of the transferred employee.

13.08 An employee on the afternoon shift, weekend shift, or night shift shall have the right to transfer by seniority to the day shift, ability being sufficient to perform the work satisfactorily, for:

- vacation replacement,
- leave of absence replacement, or
- illness or accident which is expected to be more than three (3) full work weeks,

providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable the Company to operate efficiently.

13.09 Any job which is vacant because of illness, accident, vacation or leave of absence shall not be deemed to be vacant for the purpose of this Article.

13.10 In the event the Company needs to reassign employees from one work assignment to a different work assignment, within the same shift, the Company shall canvass employees via seniority within the work assignment requiring the reduction and should there be no volunteers, the junior employee shall be reassigned.

ARTICLE 14 – LEAVES OF ABSENCE

14.00 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

14.01 The Company may grant leave of absence without pay if an employee requests it in writing from the management.

14.02 For purposes of accepting full-time employment with the Union, the Company shall grant an employee a leave of absence of not less than six (6) months and not more than twenty-four (24) months, without pay and benefits and without loss of seniority and with accrual of seniority.

14.03 The Company will grant pregnancy leave and/or paternal leave: without pay, and without loss of seniority and benefit coverage, in accordance with the provisions of the *Employment Standards Act,* to those employees who make application on forms supplied by the Company.

14.04 The Company shall grant leave at the time of a bereavement as hereinafter set out and any such leave pursuant to sub-clause 14.05(a) hereof shall commence with the day immediately following the date of the death and any such leave pursuant to sub-clause 14.04(b) hereof shall be any one of the three (3) consecutive calendar days immediately following the date of the death. The Company shall:

(a) in the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in-law, step-mother, step-father, step-brother or step-sister, grandchild or grandparent allow that employee such time off as necessary, not to exceed three (3) consecutive calendar days and;

(b) in the event an employee is bereaved of a sister-in-law, brother-in-law or grandparent of his spouse, and if the funeral is attended, allow one (1) day off as necessary; and

(c) the leave of absence shall be without loss of his normal hourly pay for the day or days he would otherwise have worked his regularly scheduled hours. At the request of the employee, and with the approval of management, such leave may be extended without pay. Such request shall not be unreasonably denied.

14.05 Where an employee is required to serve as a juror or as a Crown witness on a day which he would otherwise be required to work and provides proof of that obligation and proof of any amount received to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of his leave, at the employee's gross rate, minus any amount received by the employee for acting as a juror or as a Crown witness.

ARTICLE 15 – HEALTH AND WELFARE AND PENSION

15.00 The following shall be arranged for by the Company for warehouse person subject to the terms and conditions of the master policies or contracts in force from time to time, which shall form part of the Collective Agreement. The Company shall have the right to make arrangements for the replacement of such master policies or contracts, provided that the benefits are maintained. Premiums for all benefits shall be one hundred percent (100%) paid by the Company except for Long Term Disability which premium shall be paid at 100% by the employee.

Extended Health Care Benefits

●	Hospital Benefits	Semi-private and private room Accommodation on a direct payment basis
●	Prescription Drug benefits	Direct billing by pharmacies
●	Co-Insurance	Hospital and Health Services Benefits – 100% Drug Benefits – 80%
●`	Maximum	$1,000,000 per participant each Policy Year

Emergency Travel Plan

Benefits are provided as the result of an accident or unexpected illness which occurs outside Canada:

●	Co-insurance	100%
●	Maximum benefit	$1,000,000 per person or disability

Dental Care Benefits

Includes Basic, Extensive and Orthodontic Dental Benefits

●	Co-Insurance	Basic 80%, Extensive 50%, Orthodontics 50%

- Lifetime Maximum — Orthodontics $2,500 per participant
- Fee Schedule — Current O.D.A.

Vision Care

Effective January 1, 2025, Article 15.00 is amended to increase Vision Care from $300 to $350.

Group Life Insurance

Class A. Union Employees – 1 times annual salary.

- All amounts of insurance are rounded up to the next even $1,000 amount
- Maximum issue limit - $400,000
- * non-evidence limit - $180,000
- Benefit reduces 50% at age 65 and ceases at the earlier of retirement or age 70

Dependent Life Insurance

- Spouse - $5,000
- Children - $2,500

Accidental Death and Dismemberment Benefit

The principal amount is equal to the amount of Group Life Insurance.

Weekly Income Benefit

Benefits are based on 66 2/3% of weekly salary to a maximum of $800 per week, effective January 1, 2025

Benefits will commence on the 1st day in the event of accident, 3rd day for sickness (1st day if hospitalized) and are payable for 17 weeks.

- ** non-evidence limit - $800 (effective January 1, 2025)
- Claim payments received are taxable benefits
- Coverage terminates the earlier of retirement or age 65

Long Term Disability Benefit

Benefits are based on 66 2/3% of the first $2,250, 50% of the next $3,500 and 44% of the excess of monthly earnings. Benefits commence on the 120th day in the event of accident or sickness and are payable to age 65.

- Maximum issue limit - $4,000
- ** non-evidence limit - $4,000
- Claim payments received are non-taxable benefits
- Coverage terminates at the earlier of retirement or age 65

Optional Group Life Insurance

Each employee covered by Basic Group Life Insurance, or the employee's spouse, may purchase additional life insurance in units of $10,000 to a maximum of $200,000. The combined Basic and Optional Group Life Insurance benefit cannot exceed $600,000.

- ** non-evidence limit – evidence of insurability is required for all amounts of insurance
- Benefits cease at the earlier of retirement or age 65

NOTES:

* Policy Year: July 1st to June 30th
Benefits cease at the earlier of retirement or age 70

** Please refer to the Group contract, as the non-evidence limits are subject to change each year on the Group's anniversary date.

15.01 If an employee is absent from work because of sickness or accident, he shall not lose his seniority rights and shall also return to the position held prior to his absence, or to one of equal rating, provided he is capable of performing former duties. In the case of such absence, it shall be the duty of each employee so absent to notify the Company of the reasons for absence and how long he expects his absence will last. The employee will be further required to update the Company on his medical status whenever his medical status changes, and in any event, at least once per month.

15.02 An employee injured while working in the plant shall suffer no loss of earnings for hours he would have worked but were necessarily lost on the day in which the accident occurred.

15.03 The Company shall provide the employee and steward with a copy of the form "7" in the event of a compensable accidental injury.

15.04 All full-time employees with more than one year of service with the bargaining unit as of January 1 shall be entitled to forty (40) hours personal leave time for that calendar year. Thereafter, each January 1, annually, employees shall be entitled to a new bank of forty (40) hours personal leave time. In the event an employee utilizes any of his personal leave hours, he shall be paid at his gross hourly rate for each hour used. The parties agree that these personal leave hours constitute a greater right or benefit than the Sick Leave and Family Responsibility Leave benefits under the *Employment Standards Act, 2000* and that these personal leave hours shall be applied to reduce Sick Leave and Family Responsibility Leave entitlements of an employee under the *Employment Standards Act, 2000*. An employee must advise the Company of his personal leave as quickly as possible.

15.05 An employee returning from sickness or injury leave must be certified fit to perform his normal work or available modified work. Such certification shall be in writing by a qualified physician before he may return to work.

Any medical examination requested by the Company shall be promptly complied with by the employee, provided however that the Company will pay for all such examinations. The Company shall also pay an employee for two (2) hours at his “gross hourly rate” where he is required by the Company to be examined during a period for which he would not otherwise be paid. The Company shall reserve the right to select a qualified medical examiner or physician of its choosing and schedule the appointment after consultation with the employee. The Union may, if in its opinion an injustice has been done, have such employee re-examined at the Union’s expense by a qualified medical examiner or physician of its choosing. The terms of this Article are subject to and shall not be applied in a manner inconsistent with the provisions of the Human Rights Code.

15.06 It is required that employees absent due to sickness or injury shall advise the Company as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours’ notice in advance of availability.

15.07 The Company shall participate in a defined contribution pension plan and voluntary group RRSP to the extent of its obligations set out in Appendix “D” of this Collective Agreement.

ARTICLE 16 – NO DISCRIMINATION

16.00 The Company, the employees and the Union shall not discriminate against employees with respect to terms and conditions of the employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, sex, marital status, same-sex partnership status, family status, or handicap, in accordance with the provisions of the *Human Rights Code, 1990* as amended.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.00 For the purposes of this article, warehouseperson shall be treated as a single classification.

17.01 (a) It is agreed that the standard shifts shall be those in existence on June 10, 2003.

(b) The standard workweek shall consist of four (4) consecutive days of ten (10) hours each, Tuesday to Friday, or three (3) consecutive days of twelve (12) hours each, Saturday to Monday and there shall not be any rotation of shifts.

(c) The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of work schedules.

17.02 An employee who has worked his regular schedule and who is required to report for work on his 4th, 5th, 6th or 7th day as applicable, will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his "gross rate", or the overtime rate if applicable.

17.03 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of same at least two (2) hours prior to reporting.

17.04 An employee who cannot report on time or who is sick and unable to come to work, shall inform his supervisor as soon as possible prior to the beginning of his shift, unless he is unable to do so due to circumstances beyond the employee's reasonable control.

17.05 The Company will grant two (2) thirty (30) minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift. Employees scheduled on shifts of twelve (12) hours, shall be entitled to an additional thirty (30) minute rest period without loss of pay.

If it is contemplated that an employee is to work overtime of two (2) hours but less than four (4) hours, consecutive with his regular shift, he shall be allowed a twenty (20) minute rest period without loss of pay immediately following the end of his regular shift or the commencement of his regular shift.

17.06 A daily time record shall be maintained by the Company at its place of business. A time clock shall remain in operation during the term of this Agreement.

17.07 Overtime pay will be provided at 1 ½ times the employee's hourly rate for all hours worked after ten (10) hours per day and/or forty (40) hours in a week and for all hours worked on the fifth, sixth and/or seventh day of the employee's regular work week for employees scheduled on the ten (10) hour shifts provided they have worked their regular schedule.

17.08 Overtime will be paid at 1 ½ times the employee's hourly rate for all hours worked after twelve (12) hours per day and/or thirty-six (36) hours in a week and for all hours worked on the fourth, fifth, sixth and/or seventh day of the employee's regular work week for employees scheduled on the twelve (12) hour shifts, provided they have worked their regular schedule.

17.09 If any of the paid Holidays are worked, they shall be paid for at time and one-half the hourly rate for such hours worked in addition to pay for the Holiday.

17.10 The Company will give at least two (2) hours' notice of overtime, except for reasons beyond its control.

17.11 Extra Shifts Call (Statutory Holidays): Where overtime is required to be worked on a statutory holiday that falls on a day the weekend shift would normally have been scheduled, the regular full time employees on that shift will be given first opportunity, followed by the regular full time employees on the day shift (for the first half on the shift) and then by regular full time employees on the afternoon shift (second half of shift). If this call does not provide sufficient labour, the process will then be to canvass employees on the day shift followed by the afternoon shift. All overtime is offered in order of each shift's overtime wheel. However, regular full time employees who decline on the first call shall not be invited again for that specific overtime call. Only when this process has been exhausted shall agency help be offered the opportunity.

Where the holiday falls on a scheduled day for either the day or afternoon shift, overtime on the first half of the shift will be offered first to the employees in day shift and overtime on the second half of the shift will be offered to the employees on the afternoon shift. If this call does not provide sufficient labour, the process outlined above will be followed, except that full time employees on the weekend shift will be offered the opportunity ahead of agency help. All overtime is offered in order of each shift's overtime wheel.

Job assignments on such overtime shifts will be offered on a top down basis amongst all employees on the shift in line with operating requirements.

17.12 When overtime is offered to a shift at work, the Company will notify the steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it remains necessary to meet the Company's manpower requirements and then only if they have returned to work prior to the working of such overtime and will be immediately available and are immediately qualified to perform the work required.

17.13 An employee leaving on vacation shall be eligible for overtime offers during the rest of the calendar week before his vacation commences. He shall be ineligible for further work until he has returned from vacation and worked on his regular shift.

ARTICLE 18 – BULLETIN BOARD

18.00 The Company agrees to provide space on the lunch room bulletin board for union notices regarding local meetings, local election results, committee reports, union constitution and by-laws, minutes and contact information for Union representatives.

18.01 The following items must also be posted on each such bulletin board:

(a) A copy of this Agreement; and

(b) Seniority list to be revised by the Company every six (6) months.

ARTICLE 19 – HEALTH AND SAFETY

19.00 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices and the enforcement of safety rules and procedures as established by the Company and pursuant to the *Occupational Health and Safety Act*.

19.01 The Company requires that safety footwear be worn.

19.02 The Company 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.

19.03 The Company agrees to provide a warm, clean and sanitary lunch area and washroom facilities.

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

19.05 The Company and the Union will each appoint respective members to a safety committee (not more than two (2) members from each party). The committee's function will be to assist the management in promoting safety and industrial hygiene in the plant and carrying out a reasonable accident prevention programme by such means as periodic plant inspections.

ARTICLE 20 – TRAINING

20.00 Employees shall be offered training to gain the skills and experience necessary to enable them to perform their work satisfactorily.

20.01 The Company shall provide all employees with accredited training on all forklift equipment at no cost to the employees. All such training shall be on the regular scheduled hours of the employee or at the applicable overtime rate. The Company shall ensure that employees are provided with copies of all certificates applicable to their training. The Company further ensures that certificates or licences shall not expire.

ARTICLE 21 – DURATION OF AGREEMENT

21.00 This Agreement shall, unless changed by mutual consent in writing, continue in full force and effect from March 2, 2024 through March 1, 2029 and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing at least ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

21.01 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.

21.02 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 this 15th day of February, 2024.

For the Union

Faheem Bhatti

Glen Darke

Evroy Williams

Jason Chaulk

Grant Woollett

For the Company

Steve Maguire

Wayne Davidson

APPENDIX "A"
Temporary Agency Personnel

A-1 Temporary Agency Personnel includes all persons who are contracted by a third party agency. Subject to the rights of bargaining unit employees set out in the Agreement, they may be scheduled to work as per A-2. They will not work on the day shift except as otherwise provided in the Agreement such as Article 13.09 unless there are insufficient bargaining unit employees willing to transfer to the day shift to perform the work required.

A-2 Temporary agency personnel will work within the regularly scheduled 10 or 12 hour shifts.

A-3 All overtime will be offered to bargaining unit employees first as per the Letter of Understanding and Standard Operating Procedure respecting "Overtime Call Ins" and Article 17, prior to any remaining overtime being offered to temporary agency personnel.

A-4 Temporary agency personnel shall not be used in such a manner that will cause the lay off of a full-time seniority employee.

A-5 The Union acknowledges that the Company uses agency personnel to supplement its work force when employees are unavailable or additional staff are required to meet demand. The parties agree that this practice may continue provided that upon completion of forty (40) hours of work in any month, the Company shall forward to the Union an amount equal to three (3) times the temporary agency personnel's regular hourly wage rate. The Company will also forward a statement showing the number of agency personnel and their monthly hours of work.

A-6 The Company shall be entitled to use temporary agency personnel based on the following formula:

For January to June, fifty-five per cent (55%) temporary agency personnel regular hours to be available based on full-time rostered hours during those six months.

For July to December, seventy-five per cent (75%) temporary agency personnel regular hours to be available based on full-time rostered hours during those six months.

In the above Formula: "temporary agency personnel regular hours" means up to forty (40) hours per week for temporary agency personnel. For clarity, where temporary agency personnel on a weekend shift works thirty-six (36) hours and is paid for forty (40) hours, it is deemed to be forty (40) regular hours worked.

"Full-time rostered hours" means forty (40) hours per week per full-time employee on the seniority list roster, multiplied by twenty-six (26) weeks."

i.e. Fifty (50) full-time employees X forty (40) hours per week = two thousand (2,000) hours X 26 weeks = fifty-two thousand (52,000) full-time rostered hours, therefore Agency = fifty-five (55) per cent of hours = twenty-eight thousand six hundred (28,600) hours in that half year (January to June.

The consequence of the Company exceeding the above formula in any of the mentioned six months periods is that the Company will hire a full-time bargaining unit employee.

A-7 For purposes of calculation of temporary agency personnel regular hours in Article A-6, in addition to the hours worked by temporary agency personnel performing warehousing duties, the hours worked by outsourced or agency personnel performing cleaning, labelling and sorting will be counted. These additional hours will not be counted for purposes of Article A-5. And, for clarity, hours performed by a third-party lumping service will not be counted as additional hours.

APPENDIX "B"

Number	Name	Hire Date	Years of Service
1	Paul Wilson	6/4/1986	37
2	Arjoon Nandlal	7/24/1989	34
3	Nick Policeli	5/14/1990	33
4	Reno Vinci	4/1/1994	29
5	Dan Bartley	10/15/1995	28
6	Mohammed Khan	10/23/1995	28
7	Victor Gopaul	12/3/1996	27
8	Cary Mcpolin	8/18/1997	26
9	Bill McLaughlin	10/6/1997	26
10	Murray Pell	7/26/1999	24
11	Grant Woollett	5/12/2000	23
12	Indira Sukra	8/21/2000	23
13	Jose Mendoza	9/18/2000	23
14	Anthony Richards	9/20/2000	23
15	Brian Dos Santos	9/21/2000	23
16	Bissoonchand Sukra	10/16/2000	23
17	Dave Deramo	5/5/2001	22
18	Jon Fletcher	10/14/2001	22
19	Rohan Bisson	6/18/2002	21
20	Cory Whitehead	6/18/2002	21
21	Joe Cizek	7/2/2002	21
22	Dylan Nash	7/2/2002	21
23	Jennifer Brown	7/9/2002	21
24	Amos Dadwah	8/20/2002	21
25	Shannon Parsons	8/20/2002	21
26	Jason Chaulk	8/23/2003	20
27	Paul Salmon	8/23/2003	20
28	Glen Darke	8/26/2003	20
29	Kuldip Singh	8/30/2003	20
30	Jagit Dang	9/2/2003	20
31	Harpal Kalla	6/5/2004	19
32	Masood Chaudhry	6/5/2004	19
33	Darryl Baptiste	8/17/2004	19
34	Kevin Whittle	7/5/2011	12
35	Simon Sidhu	10/25/2011	12
36	Dave Urquhart	10/26/2011	12
37	Guna Markandu	5/21/2013	10
38	Owen Haye	6/4/2013	10

39	Ronald Tynes	7/30/2013	10
40	Farid Khedri	7/15/2014	9
41	Tommie Adams	3/17/2015	8
42	Evroy Williams	6/23/2015	8
43	Michael White	11/3/2015	8
44	Chris McCready	7/5/2016	8
45	Robert Young	9/5/2017	7
46	Ryan Tobin	3/9/2018	6
47	Sheldon Smith	4/9/2019	5
48	Anthony Joseph	8/6/2019	5
49	Neeraj Sharma	10/4/2019	5
50	Kobe Nkansa	7/14/2020	4
51	Terrence Mycoo	7/28/2020	4
52	Barrington Campbell	8/11/2020	4
53	Sukjot Singh	8/11/2020	4
54	Gurdev Singh	8/11/2020	4
55	Shawn Commock	8/11/2020	4
56	Oppong Kumih	1/26/2021	4
57	Paul Bryant	1/26/2021	4
58	Rohit Rana	11/19/2021	3
59	Anthony Lindsay	11/23/2021	3
60	Jasnoor Aujla	5/10/2022	2
61	Shubhpreet Sharma	7/26/2022	2
62	Damanpreet Bagria	8/2/2022	2
63	Harjeet Sudan	2/7/2023	1
64	Lovepreet Randhwa	4/4/2023	1
65	Jimmey Rampersad	6/6/2023	1
66	Edwin Obenieta	1/30/2024	New After Contract Sign Off'
67	Maninder Singh	3/19/2024	New After Contract Sign Off'
68	Pritpal Singh	3/19/2024	New After Contract Sign Off'
69	O'Neil Gooden	3/19/2024	New After Contract Sign Off'
70	David Blagrove	3/19/2024	New After Contract Sign Off'
71	Manpreet Rattu	9/24/2024	New After Contract Sign Off'
72	James Gitau	9/24/2024	New After Contract Sign Off'
73	Demi Lopez	9/24/2024	New After Contract Sign Off'
74			New After Contract Sign Off'

*These seniority dates are for promotion, layoff selection, vacation selection and overtime. These dates do not recognize any service prior to the last date of hire into the Hopewell bargaining unit and shall not be used to support any claim for notice, pay-in-lieu or notice or severance pay under this agreement or pursuant to the Employment Standards Act.

APPENDIX "C"

	Name	Years service	Weeks Entitlement		Name	Years service	Weeks Entitlement
1	Paul Wilson			39	Ronald Tynes		
2	Arjoon Nandlal			40	Farid Khedri		
3	Nick Policeli			41	Tommie Adams		
4	Reno Vinci			42	Evroy Williams		
5	Dan Bartley			43	Michael White		
6	Mohammed Khan			44	Chris McCready		
7	Victor Gopaul			45	Robert Young		
8	Cary Mcpolin			46	Ryan Tobin		
9	Bill McLaughlin			47	Sheldon Smith		
10	Murray Pell			48	Anthony Joseph		
11	Grant Woollett			49	Neeraj Sharma		
12	Indira Sukra			50	Kobe Nkansa		
13	Jose Mendoza			51	Terrence Mycoo		
14	Anthony Richards			52	Barrington Campbell		
15	Brian Dos Santos			53	Sukjot Singh		
16	Bissoonchand Sukra			54	Gurdev Singh		
17	Dave Deramo			55	Shawn Commock		
18	Jon Fletcher			56	Oppong Kumih		
19	Rohan Bisson			57	Paul Bryant		
20	Cory Whitehead			58	Rohit Rana		
21	Joe Cizek			59	Anthony Lindsay		
22	Dylan Nash			60	Jasnoor Aujla		
23	Jennifer Brown			61	Shubhpreet Sharma		
24	Amos Dadwah			62	Damanpreet Bagria		
25	Shannon Parsons			63	Harjeet Sudan		
26	Jason Chaulk			64	Lovepreet Randhwa		
27	Paul Salmon			65	Jimmey Rampersad		
28	Glen Darke			66	Edwin Obenieta		
29	Kuldip Singh			67	Maninder Singh		
30	Jagit Dang			68	Pritpal Singh		
31	Harpal Kalla			69	O'Neil Gooden		
32	Masood Chaudhry			70	David Blagrove		
33	Darryl Baptiste			71	Manpreet Rattu		
34	Kevin Whittle			72	James Gitau		
35	Simon Sidhu			73	Demi Lopez		
36	Dave Urquhart						
37	Guna Markandu						
38	Owen Haye						

*Effective for the 2019 vacation entitlement, the following employees shall be deemed to have the years of service for vacation set out below as of January 1. This service recognition shall apply for no other purpose.

APPENDIX "D"

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

b) Effective March 2, 2026, the Employer shall contribute one hundred and sixty ($160.00) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

Effective March 2, 2027 the contribution will increase to one hundred and seventy ($170.00) dollars per month.

Effective March 2, 2028 the contribution will increase to one hundred and eighty ($180.00) dollars per month.

c) Voluntary Employee RRSP Contribution

The Employer agrees to participate in the Teamster Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the employer with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The Employer will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Pension Plan administrative agent. The Employer will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Pension Plan as described herein.

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

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

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

g) Extension of Benefits for Employees on Lay-Off

The Employer shall continue pension benefits by remitting the contribution rate defined in the Collective Agreement as specified herein for any member who is off work due to lay-off for a period of one (1) month following the date of each lay-off. The Employer shall not continue Pension Benefits for any employee taking an unpaid leave of absence in excess of one (1) full calendar month.

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

LETTER OF UNDERSTANDING # 1

RE: TRANSFERS

This Letter will confirm that during negotiation of the current Collective Agreement, the parties agreed on the following procedure for transfers to other shifts for personal reasons:

1. The Employee will request the leave in writing including the requested duration and the reason why such transfer is needed.

2. Copies of the request will be provided to Management and all Union Stewards.

3. The Employer shall maintain sole discretion, not to be exercised in an unreasonable, arbitrary, discriminatory or bad faith manner, as to whether or not such transfer is granted.

4. The Employee requesting the transfer acknowledges that, while transferred to that shift, he/she will be deemed to be the least senior Employee on the shift he/she is transferred to for purposes of work assignment and overtime assignment.

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

LETTER OF UNDERSTANDING #2

RE: HOURS OF WORK AGREEMENT

The parties agree that bargaining unit employees can work hours in excess of their regular daily shifts (i.e. 10 or 12 hour regular shifts) and work hours up to 65 hours per week (i.e. 65 hours paid minus 5 hours paid breaks and lunches equals 60 hours of work). This agreement will continue for the duration of the Collective Agreement.

Further, for clarity, when an employee works on the weekend shift, only the actual hours at work are included for purposes of calculating such 65 hours. (e.g. Even though the employee is paid the equivalent of 40 hours' pay for being at work for 36 hours, only the 36 hours at work count toward the 65 hours total.)

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

LETTER OF UNDERSTANDING #3

RE: OVERTIME CALL-INS

The parties agree to comply with the attached Standard Operating Procedure respecting "Overtime Call-Ins" for the duration of this Collective Agreement, except to the extent that they expressly agree otherwise in future.

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

HOPEWELL LOGISTICS INC.

STANDARD OPERATING PROCEDURE (SOP)

OVERTIME CALL-INS

PURPOSE

To ensure that the Collective Bargaining Agreement, and overtime policies developed by mutual agreement over time to deal with issues arising, are being followed correctly.

PROCEDURE

When calling overtime this standard operating procedure (SOP) will be followed each and every time.

Note: **Temporary Agency Personnel help shall not be offered overtime on dayshift unless all eligible regular Bargaining Unit Employees have been canvassed and an emergency situation still exists.**

1. The following procedures were produced using the Collective Agreement from June 11, 2006, expiring on June 10, 2009. Always refer to Article 17.0 through 17.13 for support.

2. For ease of understanding this procedure will be broken down into 3 categories:

    (a) Overtime called in advance at a shift meeting (these will be made by a general shift meeting outside the Shipping Office, not by intercom announcement).

    (b) Overtime called as required day of (calling employees at home).

    (c) Extra Shifts call – Statutory Holidays.

3. Employees are required to keep the Company informed, in writing, of their contact telephone numbers, having them clearly identified as primary and secondary number. These are the only numbers the Company will call.

A) **Overtime Called in Advance:**

Days:

1. If overtime is required for the following day, the Day Shift Supervisor will call in the presence of the Shop Steward, eligible weekend shift Bargaining Unit Employees. The wheel will be used for this purpose.

2. Once overtime has been secured for the weekend shift employees to work on the day shift, the eligible Bargaining Unit day shift and afternoon shift (minimum 5 for afternoons) employees must be offered to stay late (3 hrs) on the day the overtime is worked.

3. The Day Shift Supervisor, whenever possible, will make the overtime call for the weekend on Friday afternoon. The overtime wheel will be used for this purpose.

Afternoons:

1. If overtime is required for the afternoon shift, the Day Shift Supervisor, in the presence of the Shop Steward, will call all of the eligible weekend shift Bargaining Unit Employees that missed the opportunity to work the day shift, until the requirements are met or everyone has been called.

2. If the afternoon shift overtime requirements are still not satisfied, the Temporary Agency Personnel are then permitted to work. Temporary Agency Personnel are permitted to work extra hours at the end of the shift only after all Bargaining Unit Employees on shift have been offered the overtime opportunity.

   Note: All eligible Bargaining Unit Employees must be canvassed before Temporary Agency Personnel are canvassed

Weekends:

1. If it is determined on Monday, that overtime is required for Tuesday day shift, the Weekend Shift Supervisor, using the wheel, canvasses his Bargaining Unit weekend shift Employees only, for the overtime requirements for Tuesday day shift.

2, On the weekend shift, if it is determined that overtime is required for following day (Sunday or Monday), the Supervisor will call using the wheel, with the Shop Steward present, the eligible day shift Bargaining Unit Employees until the requirements are met. The day shift employees will start at 6:00 a.m. The Supervisor then calls the eligible afternoon shift employees, with the Shop Steward present, the same required amount of overtime. If the afternoon shift has the same amount of employees willing to work, then the day shift overtime employees will be sent home at noon. If there is not enough afternoon shift employees willing to cover the required overtime, the day shift employees will be sent home based on seniority bottom up at noon. The afternoon shift employees come in at noon.

Special Note: Overtime MUST be called separately for each day.

B) **<u>Overtime Called As Required Day of:</u>**

<u>Days:</u>

1. If the Supervisor requires additional labour due to increased work load or attendance issues, the eligible weekend shift employees will be called in the presence of the Shop Steward on a top down seniority basis until the requirements are met or until all eligible employees have been asked. Temporary Agency Personnel are not normally canvassed to work save and except an emergency situation.

Note: All eligible Bargaining Unit Employees must be canvassed before Temporary Agency Personnel are canvassed

<u>Afternoons:</u>

1. If the Supervisor requires additional labour due to increased work load or attendance issues, the eligible weekend shift employees will be called in the presence of the Shop Steward on a top down seniority basis until the requirements are met or until all eligible employees have been asked.

2. If the afternoon shift overtime requirements are still not satisfied, then Temporary Agency Personnel are permitted to work. Temporary Agency Personnel are permitted to work extra hours at the end of the shift only after all Bargaining Unit employees on shift have been offered the overtime opportunity.

   Note: All eligible Bargaining Unit Employees must be canvassed before Temporary Agency Personnel are canvassed

<u>Weekends:</u>

1. If the Supervisor requires additional labour due to work load or attendance issues, he/she decides how many employees are needed. In the presence of the Shop Steward, starting at the top of the day shift seniority list, the Supervisor calls the eligible employees until the requirement is filled. With the Shop Steward still present, the Supervisor then calls the overtime. If the afternoon shift has the same amount of employees willing to work, then the day shift overtime employees will be sent home at noon. If there are less afternoon shift employees than day shift employees willing to work then the day shift employees will be sent home by "bottom up" seniority until the required overtime is achieved.

2. If additional overtime for the weekend is required this procedure will be repeated on Sunday and then again on Monday. The wheel is not used for calling overtime for the day of.

The Supervisor never calls for all 3 days at one time.

C) **Extra Weekend Shifts**:

In the event the Company adds an Extra Weekend Evening Shift, all eligible Bargaining Unit Employees must be offered this overtime opportunity before Temporary Agency Personnel are permitted to work. Furthermore, it is agreed that in the event an Evening Weekend Shift is scheduled on a Monday, all Day Shift Bargaining Unit Employees must be offered overtime opportunities during that weekend prior to Temporary Agency Personnel being permitted to work.

D) **Extra Shifts Call-Statutory Holiday:**

The Director of Operations will determine the requirements for working on a Statutory Holiday

Article 17.11b will be followed for this process.

Responsibility:

Shop Steward:

1. To keep a record or log of all overtime calls made to eligible employees, including name, date, time and employee response.

2. To assist the Shift Supervisor on ensuring the employee eligibility list is accurate. This will avoid grievances for any missed calls to eligible employees.

Shift Supervisor:

1. To ensure these procedures are followed consistently each and every time.

2. To keep a record or log of all overtime employees contacted, in conjunction with the Shop Steward responsibilities in 1 above.

3. To determine the list of eligible employees and provide the information to the Shop Steward "VERY IMPORTANT* DOUBLE CHECK THIS LIST TO ENSURE NO EMPLOYEE WAS MISSED! The Supervisor and the Shop Steward will jointly update the whiteboard .

4. The Shift Supervisor must keep the time sheets for their shift updated, giving reasons for employee absences or incomplete shifts. This is extremely important in determining employee eligibility

5. The following criteria disqualifies employees for overtime:

   (a) Left their shift early due to illness. (If the employee left for emergency they are still eligible, however, where a questionable pattern of "emergency" calls appears to be developing, the employee will be required to prove their bona fide nature or the consideration will be withdrawn.)

(b) Absent due to illness.

(c) On vacation at time of call.

(d) Using floating holiday at time of call.

(e) Under suspension.

(f) Leave of Absence.

(g) Overtime shift accepted but employee failed to report. (This will be treated the same way as a sickness call).

(h) An employee is not eligible again until they return and work their next regular scheduled shift.

Special Note: If the employee is authorized to leave early (illness excluded), the employee is eligible for the advance overtime call. "Authorized" refers to instances where the Company requires the employee to leave early. Example: Employee was granted permission to leave early due to lack of work or system failure on a Friday day/afternoon shift. This does not render the employee ineligible to work overtime.

<u>Control:</u>

<u>Operations Manager:</u>

1. An overtime binder has been developed with a hard copy printed for each and every call to ensure the information is available for tracking purposes.

2. Audit process on a weekly basis to ensure the SOP is being followed.

3. Train all Supervisors' and Shop Stewards on this procedure.

LETTER OF UNDERSTANDING #4

RE: JOB ASSIGNMENTS FOR AFTERNOON SHIFT EMPLOYEES COMMENCING EXTRA SHIFT OVERTIME AT 12 NOON

This will confirm that during the term of the collective agreement, afternoon shift employees commencing overtime on an extra shift at 12 noon shall be offered available/open work assignments on the basis of seniority. This shall include any work assignment currently being performed by day shift employees working overtime past 12 noon that have less seniority than the incoming afternoon shift employees. Notwithstanding the aforementioned, this procedure will not displace a full-time employee performing job assignments on their regular shift.

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

LETTER OF UNDERSTANDING #5

RE: EXPEDITED ARBITRATION

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 Business Agent/Steward(s) for the union) will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

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

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

LETTER OF UNDERSTANDING #6

RE: VACATION DURING THE CHRISTMAS/DECEMBER HOLIDAYS PERIOD:

The Company currently has a practice of limiting the number of employees taking vacation during the Christmas/December Holidays Period to one employee per shift. During the term of the collective agreement, the Company will increase this practice by one employee per shift to allow a total of two employees per shift to take vacation during the Christmas/December Holidays Period.

Ratified this 15th day of February, 2024.

For the Union	For the Company
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

LETTER OF UNDERSTANDING #7

RE: OVERTIME RELATED JOB ASSIGNMENTS

It is understood and agreed by the parties that all open job assignments related to overtime during a shift will be offered to employees working the shift (both regularly scheduled or on overtime) on a top down seniority basis regardless of on which shift the employee regularly works. This will not in any way affect the current application of the overtime wheel.

Ratified this 15th day of February, 2024.

For the Union	**For the Company**
Faheem Bhatti	Steve Maguire
Glen Darke	Wayne Davidson
Evroy Williams	
Jason Chaulk	
Grant Woollett	

2024

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2025

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2026

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2027

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
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May

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9	10	11	12	13	14	15
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June

S	M	T	W	T	F	S
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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

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

August

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8	9	10	11	12	13	14
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September

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October

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November

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December

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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	

2028

January

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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March

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April

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May

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June

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July

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August

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September

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October

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8	9	10	11	12	13	14
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November

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December

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17	18	19	20	21	22	23
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2029

January

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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

February

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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
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22	23	24	25	26	27	28
29	30					

May

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6	7	8	9	10	11	12
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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

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						1
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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

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				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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December

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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Teamsters Local Union 419 (MEMOS)

Teamsters Local Union 419 (MEMOS)

Teamsters Local Union 419 (MEMOS)

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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