



Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

Ippolito Produce Ltd.

(hereinafter referred to as the "Company")

November 10, 2022 to November 17, 2027

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.

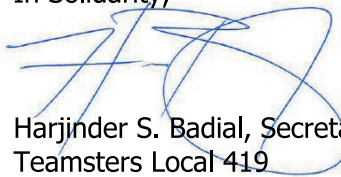
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
Ippolito Produce Ltd.**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Employees covered by this agreement and to provide a mechanism for the timely disposition of grievances.

The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, customer oriented, cost-effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this Collective Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company working at the Ontario Food Terminal at 165 The Queensway, Toronto, Ontario save and except Drivers, Checkers, Lead Hand, persons above the rank of Lead Hand, Office, Clerical, Sales Staff, Agency Workers and Cashiers.

2.02 Supervisors and other employees excluded from the bargaining unit will not perform work regularly performed by employees in the bargaining unit except:

- (a) In accordance with past practices, when a customer's order is at risk of not being completed in a timely

- manner without the assistance of a supervisor or other employee excluded from the bargaining unit;
- (b) To provide instruction or training to employees;
 - (c) In case of an emergency.

ARTICLE 3 – INTERPRETATION AND DEFINITIONS

3.01 The term “full-time employee” shall mean any employee hired for an indefinite period and who is regularly scheduled to work the normal full-time hours referred to in Article 7.01

3.02 (a) The term “part-time employee” shall mean any employee who regularly works less than twenty-four hours per week.

(b) A part-time employee’s normal work week may exceed twenty-four (24) hours per week for a school vacation period or where relieving for sickness, accident, vacation or leaves of absence including pregnancy/parental leave. It is understood that such exceptions to a part-time employee’s normal work week may commence with his/her initial hire date.

ARTICLE 4 – MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a)** maintain standards, order, discipline and efficiency;
- b)** hire, assign, direct, schedule, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
- c)** determine the nature and kind of business conducted by the Company, the products to be carried, processed and sold, the kinds and locations of equipment, merchandise, goods and fixtures to be used, the type and standard of customer service, the control of materials and goods, the methods and techniques of work, the schedules of work, when overtime shall be worked and when it requires employees to work overtime; number of personnel to be employed; payroll workweek and methods of payroll distribution and the payroll period, make studies of and institute changes in jobs and job assignments and job classifications; discontinue, reorganize, limit, combine, substitute any operation or part thereof and determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company.
- d)** make and enforce and alter from time-to-time rules and regulations to be observed by the employees;
- e)** discipline or discharge a probationary employee for any reason satisfactory to the Company;
- f)** The Company's exercise of these exclusive rights in one manner or another or the non exercise of such rights,

in no way circumscribes the exercise of such rights in future.

4.02 Management rights are limited solely by the express provisions of the Collective Agreement and such alleged breaches of the express provisions of the Collective Agreement may be challenged through the grievance and arbitration process set out in the Collective Agreement.

4.03 No Strikes or Lockouts

In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement there will be no strikes, picketing, slowdown or stoppage of work either complete or partial, and the Company agrees that there will be no lockout. The Union agrees that if any such action takes place, it shall repudiate it forthwith and require employees to return to work.

ARTICLE 5 - UNION SECURITY

5.01 All Employees covered under this Agreement 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 they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues,

and periodic assessment uniformly required of all members in the bargaining unit.

5.02 The Company agrees to deduct Union initiation fees and weekly dues as specified in the Union Constitution from the first pay cheque of the month for each eligible Employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union by the 20th day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union shall provide the Company 60 days' notice 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.

5.03 In the event that such wages are insufficient to pay Union dues, such deductions shall be made from the wages payable to the Employee on a subsequent pay cheque.

5.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made:

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

- New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
- Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
- Addresses to be updated as well as name changes i.e. marriage.
- Such information will only be forwarded upon receiving the appropriate authorization from the employee.

5.05 Company agrees to provide amount of total deductions paid by each Employee for the previous calendar year on the Income Tax T4 Form.

5.06 The Union agrees to indemnify and save harmless the Company, including its agents and employees, from any and all claims or actions arising out of or in any way related to the deductions made in accordance with this Article.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer acknowledges the right of the Union to appoint or otherwise elect two (2) Stewards from the members in the bargaining unit. The Union shall notify the Company in writing of the name of such steward at

the time of his or her appointment and the Company shall not be required to recognize any steward until it has been so notified.

6.02 The steward shall investigate and process complaints and grievances in accordance with the Grievance Procedure set out in this Agreement.

6.03 A steward's first obligation is to the performance of his/her regular duties and he/she shall not leave his/her regular duties without first obtaining permission of the immediate supervisor or his/her designate and shall advise the supervisor of the nature of his/her business and approximate duration and report back to such supervisor at the time of his/her return to work. At no time shall a Steward interrupt employee(s) while such employee(s) are working. Such time spent during a Steward's regular shift shall be paid at his/her regular rate. No pay will be received for time spent outside the Steward's regularly scheduled shift.

Union duties and activities will not be carried on during working hours of employment except that the business agent or other full-time executive of the Union may, with the approval of the appropriate supervisor or non-union designate, enter the site for purposes of servicing the unit or to interview employees for the purpose of hearing grievances. This approval will not be unreasonably denied. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that representatives of the Union will comply with the Company's rules and regulations.

6.04 The Company agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding his work or conduct, a steward shall be present as a witness. It is understood that a failure to comply with this article will not render the discipline void but the parties will discuss how to prevent a recurrence in the future.

ARTICLE 7 – HOURS OF WORK

7.01 The normal work week for regular full-time employees shall consist of forty (40) hours per week and the normal work day for such employees shall consist of eight (8) hours per shift exclusive of an unpaid meal period.

7.02 Unless laid off according to his seniority, an employee shall be provided forty (40) hours of work, exclusive of overtime as set out in Article 7.03, provided he is available and able to work during the whole of his regularly scheduled work day and week. This shall be reduced by the equivalent number of hours in a week in which a holiday(s) (or such date(s) substituted for a holiday(s)) occurs or if an employee volunteers to complete his shift early.

7.03 Authorized hours worked in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at time and one-half the employee's regular straight time hourly rate. Employees may be required to work overtime.

- 7.04** When there will be hours of work available at the end of a shift the Company will offer the hours to those employees working on the shift that are qualified and trained to perform the work within the classification where the vacancy occurs. All qualified full-time employees on the shift will be asked before any qualified part-time employee is asked.
- 7.05** If any full-time employees are laid off, the Company will not utilize part-time employees until all full-time employees are offered the work.
- 7.06** Employees shall receive a ½ hour unpaid lunch break to be initiated at or prior to the completion of five hours of consecutive work to be scheduled by the Company. In addition to the lunch break, employees shall be scheduled two (2) fifteen (15) minute paid breaks during the shift.
- 7.07** Employees shall not leave the premises during paid breaks. Employees can leave during unpaid lunch but must maintain the lunch break within the allotted time.
- 7.08** When a vacancy occurs that requires the Employer to fill a shift, the shift will be offered in order of senior qualified and trained employees within the classification.
- 7.09** There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime, or any other premium payment under this agreement. In no

case shall an Employee be paid at a rate greater than one and a half (1.5) times the Employee's regular straight time hourly wage rate for any hours worked.

ARTICLE 8 – NOTICE OF ABSENCE AND SICK LEAVE

8.01 Employees are required to attend work regularly. When unable to attend, the employee must personally contact his/her supervisor as far in advance as possible of his/her scheduled starting time, but no later than two (2) hours prior to the commencement of their shift, giving the reason he/she is unable to attend work, the date of his/her expected return, and the details as to where he/she can be contacted during his/her absence. If the employee cannot contact his/her supervisor, he/she must contact another member of management at the operation. An employee may be required by the Company to substantiate the reasons for any absence with medical information from the employee's treating health care professional in writing and to provide all information requested by the Company to do so. The Company may also require an employee to sign a release of medical information to a doctor necessary to determine the employee's fitness to return to work and may require an employee to be examined by a doctor of the Company's choice.

8.02 The Employer shall provide up to five (5) sick days with pay (at the employee's regular rate for a regular shift) per calendar year. Such days may not be carried over from year to year or taken as partial days. If Ontario law provides for paid day(s) of leave for inter alia

illness or injury, this provision shall not apply and shall be superseded by the provisions of the applicable statute and/or regulation. If such law comes into effect during any calendar year, any days provided under this Article prior to the date the law comes into effect will be treated as meeting the Company's obligations under the law. Employees assessing such leave shall furnish medical documentation upon request.

ARTICLE 9 – PROBATIONARY EMPLOYEES

9.01 An employee will have no seniority and shall be considered on probation until he/she has actively worked ninety (90) days since the last date of hire with the Company.

9.02 The Company may discipline or discharge a probationary employee in its sole discretion for any reason satisfactory to the Company at any time during the probationary period. It is agreed that the discipline or discharge of a probationary employee is a matter that is not covered by the terms of this agreement and shall therefore not be grievable nor arbitrable.

ARTICLE 10 – SENIORITY

10.01 The seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Company. Seniority shall only be credited upon the completion of a probationary period of ninety (90) active work days from the last date of hire. Seniority rights shall apply only to the extent expressly provided in the Agreement.

10.02 A seniority list will be supplied to the Union and posted in January of each calendar year of this Agreement.

10.03 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if he or she voluntarily quits;
- (b) if he or she retires;
- (c) if he or she is discharged and not reinstated through the Grievance or Arbitration procedure.
- (d) he/she does not perform work for the Company for a period of six (6) months in the case of layoff or for twenty-four (24) months for any other reason.
- (e) he/she is absent from work without authorization for more than three (3) consecutive scheduled shifts unless an explanation satisfactory to the Company is given by the employee.
- (f) if an employee overstays a vacation or leave of absence without securing the extension of such leave of absence or vacation from the Operations Manager unless an explanation satisfactory to the Company is given by the employee;
- (g) if an employee who is recalled to work fails to return within six (6) calendar days of mailing of notification to

return. Such mailing shall be by registered mail to the last address of the employee that the Company has in its files;

- (h) if an employee utilizes a leave of absence for purposes other than those for which it was granted;
- (i) if he/she fails to return to work immediately after the Company has been notified by a doctor or Workplace Safety and Insurance Board that the employee is able to return to his/her job.

10.04 It shall be the duty of the employees to notify the Employer of any change of their address and contact information. If any should fail to do so, the Employer will not be responsible for failure of notice to reach such employees.

10.05 **Layoff and Recall**

- (a) If the Company decides to decrease the full-time workforce then employees will be laid off from work within their classifications. Where there is a choice to be made amongst two (2) or more employees qualified to perform the work without training and the employees' respective skills, ability and qualifications and employment record are relatively equal, preference shall be given to the employee with the greater seniority.
- (b) If the Company decides to increase its full-time workforce it shall first consider regular full-time employees who are on layoff. Where there is a choice

to be made amongst two (2) or more employees qualified to perform the work without training and the employees' respective skills, ability and qualifications and employment record are relatively equal, preference shall be given to the most senior employee provided the Company is satisfied he/she has the qualifications to perform the work available without training.

ARTICLE 11- GRIEVANCE PROCEDURE

11.01 For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

11.02 It is the mutual desire of the parties that complaints of employees be dealt with as quickly as possible. It is understood that an employee has no grievance until he/she has first brought the complaint to the attention of his/her immediate supervisor, or designate, orally or in writing and has given him/her an opportunity to resolve it within five (5) days.

Failing a resolution, the employee must file his/her grievance under step 1 within ten (10) days after the circumstances giving rise to the grievance have occurred.

Step 1

The employee, who with the assistance of his/her steward, may present his/her grievance to his/her

immediate supervisor (operations or production supervisor). If more than one employee is affected by the same factual circumstances a group grievance may be filed. The grievance shall be in writing on a grievance form supplied by the Union. The grievance shall be signed by the employee and shall include the nature of the grievance, the date the grievance occurred, the remedy sought and the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate supervisor shall deliver his/her decision in writing within five (5) days following the presentation of the grievance to him/her.

Failing resolution:

Step 2

Within five (5) days after the date the decision in Step 1 is given or due, whichever is first, the employee, who with the assistance of the steward, may submit the grievance in writing to the Manager or his/her designate who shall deliver his/her decision in writing within five (5) days following the presentation of the grievance to him/her. It is understood and agreed that a representative of the Union shall be present at such meeting at the request of either party and that the Company may also have such counsel and assistance as it may desire. The decision of the Operations Manager or his/her designate shall be delivered in writing within five (5) days following the date of such meeting.

11.03 Policy Grievance

It is agreed that a grievance arising directly between the Company and the Union can be raised provided it is raised within five (5) days from the time the circumstances giving rise to the grievance have occurred. Such grievance shall be commenced at Step 2 and time limits set out with respect to that step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

11.04 Company Grievance

It is agreed that a grievance brought by the Company against an employee can be raised provided it is raised within five (5) days from the time the circumstances giving rise to the grievance have occurred

11.05 Suspension or Discharge Grievance

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 2 of the grievance procedure within five (5) days after the date the discharge or suspension is affected.

11.06 Any action or decision in respect of any employee shall not be based on any reprimand or notations on an

employee's record more than twelve (12) months after the date of the formal discipline imposed provided the employee remains discipline free during the period.

ARTICLE 12 – ARBITRATION PROCEDURE

Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievances may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty-one (21) days after the decision under Step 2 is given or was due, the grievance shall be deemed to have been abandoned.

12.01 When either party requests that any matter may be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall suggest possible arbitrators. If the parties are unable to agree upon an arbitrator within a period of thirty (30) days, either of them may request the Minister of Labour for the Province of Ontario to appoint an impartial arbitrator.

12.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of the parties.

12.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

- 12.04** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 12.05** The proceedings of the arbitration board will be expedited by the parties and the decision of the arbitrator will be final and binding upon the parties hereto and employee(s) concerned.
- 12.06** The parties acknowledge that the time limits set out in both the Grievance and Arbitration Procedures must be strictly complied with unless there is a written agreement to extend them. Failure to so comply shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48(16) of the Labour Relations Act. Each of the parties hereto equally bears the expenses of the arbitrator.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01** The Company may, in its sole discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the Operations Manager, stating the reasons for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency. The expectation is that available vacation time will be used before leaves of absence are requested.

13.02 Bereavement Leave

Bereavement Leave is granted in the event of the death of an employee's immediate family. Immediate family is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, siblings, stepchildren, and common-law partner or any relative who permanently resides with the employee. A maximum of three (3) consecutive working days with pay will be granted.

13.03 Common-law partner is a person who has been cohabiting with an individual in a conjugal relationship for at least one year immediately before the death.

13.04 A bereavement form must be completed in order to be eligible for the benefit. This leave is inclusive of and not in addition to any leave under the Employment Standards Act. Employees will be required to provide reasonable proof of the event upon request in order to be eligible for the benefit.

13.05 A leave of absence without pay to attend at Union conventions and conferences may be granted by the Company to not more than one (1) employee for a total period not exceeding the aggregate of ten (10) days in any one (1) calendar year. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans.

ARTICLE 14 – PREGNANCY/PARENTAL LEAVES

14.01 Pregnancy/Parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act*, S.O. 2000 as amended.

14.02 Health and Safety

The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the Employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the *Occupational Health and Safety Act*.

14.03 The Company requires that safety footwear be worn.

ARTICLE 15 – VACATIONS

15.01 Entitlement

- (a) Employees during their first (1st) year of employment shall receive two (2) weeks' vacation pro-rated from their start date with pay based on four percent (4%) of gross earnings for the year for which they are receiving their vacation.
- (b) Employees in calendar year one (1) through four (4) years of employment shall receive two (2) weeks' vacation with pay or four percent (4%) of gross earnings for the vacation year.

- (c) Employees in calendar year five (5) years through nine (9) years of employment shall receive three (3) weeks' vacation with pay or six percent (6%) of gross earnings for the year for which they are receiving their vacation.
- (D) Employees in calendar year ten (10) of employment or more shall receive four (4) weeks' vacation with pay or eight percent (8%) of gross earnings for the year for which they are receiving their vacation.

Any unpaid leaves occurring during the calendar year, will be deducted from the employees' allotment for that year. If a vacation is taken prior to a leave which results in a negative accrual at the end of the calendar year, the excess earnings will be deducted from the following years' vacation earnings.

The vacation year follows the calendar year, running from January 1 to December 31. Vacation eligibility is established at the beginning of each calendar year (January 1), or is pro-rated from the date of hire to December 31 of that year. In either case, vacation is taken in the same year it is earned and/or accrued.

Employees who have a negative vacation accrual at the time of termination will have the negative balance deducted from their final pay cheque. If the Employees' final pay cheque is not sufficient to pay back the negative vacation balance owing, they will be required to reimburse the employer for the difference.

15.02 There shall be no carryover of vacation from one employment year to the next. Employees are required

to plan their vacation year. If they do not the Employer will assign them vacation.

- 15.03** Where an employee leaves the employ of the Company, the company will pay out any outstanding vacation pay accrued to the date of termination.
- 15.04** If an employee moves from part time to full time he/she shall be credited with 50% of his/her part-time service to determine his/her current.
- 15.05** Employees who have less than one-year employment may request vacation providing they have earned sufficient gross earnings (excluding vacation pay) to cover the vacation requested.

Vacation Scheduling

- 15.06** While the Company attempts to accommodate employees' requests, the Company reserves the right to schedule vacation. The Company reserves the right to identify periods of the year in which no vacation time will be granted.
- 15.07** Requests for vacation falling during the May 1st to October 1st period shall be submitted in writing prior to April 1st in the vacation year.

ARTICLE 16 – HOLIDAYS

- 16.01** Employees shall be entitled to the following public holidays with pay:

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

If any other Holiday is declared by the Provincial Government, such Holiday shall be recognized as a Paid Holiday within the terms of this Agreement. If any statutory holiday falls on a Saturday or a Sunday or the Ontario Food Terminal declares the Saturday or Sunday as the day the statutory holiday is to be observed, then such day shall be observed as the statutory holiday and the employee shall be paid eight (8) hours at their straight time rate of pay. In such week the employee shall be scheduled for the balance of the work week in accordance with their normal weekly schedule.

16.02 Holiday pay shall equal the amount prescribed by the *Employment Standards Act, S.O. 2000.*

16.03 Where an employee is required to perform work on one of the above-mentioned holidays listed in 16.01, he/she shall be paid time and one half (1 ½) for all hours worked.

In order to qualify for holiday pay, the employee must work his/her full scheduled hours of work on his/her work day immediately preceding and immediately following the holiday unless absent for reasonable cause.

16.04 (a) Where a Holiday falls during an employee's scheduled vacation period, the employer shall schedule an alternative day off in accordance with the *Employment Standards Act, S.O. 2000*.

(b) Where a Holiday falls during a paid or unpaid leave of absence, including layoff, the employee will not receive holiday pay unless he/she worked in the preceding four weeks in which case the holiday pay will be calculated by dividing his/her regular pay during the four (4) week period divided by twenty. If the employee is on a paid leave of absence, he/she shall receive the holiday pay to which he/she is entitled for the holiday instead of his/her regular pay

16.05 Where a paid holiday falls on an employee's normal work day, the hours worked for the holiday shall be considered time worked for the purpose of calculating overtime that week.

ARTICLE 17 – WAGES AND SPECIAL ALLOWANCES

17.01 The Wage Rates applicable under this Agreement are attached hereto as Appendix A.

17.02 The Company will pay, once every calendar year, the cost of safety boots, safety shoes and/or any other work clothing not supplied by the company, up to a maximum of two hundred twenty-five dollars (\$225.00). Clothing purchases must be approved by

management prior to purchase. Receipts must be from a recognized vendor/supplier.

17.03 Providing such space is available, the Company agrees to provide a lunch area and lockers to its Employees.

17.04 If a state of emergency, lockdown, shutdown or stay at home order is issued by the Provincial government, and the company is allowed to continue operations, then all employees forced to quarantine will not suffer any loss of wages during the state of emergency, lockdown, shutdown or stay at home order. Employees who are in receipt of government assistance as a result of a government order will be topped up to their regular earnings. Employees must request any government assistance available and disclose any such income to the Employer.

ARTICLE 18 – BENEFITS AND PENSION

18.01 (a) Subject to 18.01 (b) the Company shall continue to offer available the current Group Employee Benefits plan and shall be responsible solely for paying its share of the benefit premium.

(b) The Company reserves the right to change carriers or plans provided any such new plan shall be comparable to the existing plan.

- (c) All full-time employees shall participate in the benefits plan and pay such premiums as required under the plan based on current practice.
- (d) Subject to 18.01(b) the Company shall offer a Group RRSP plan during the term of this Agreement. The Employer will match an employee's contribution up to a maximum of 2.5% on regular earnings to an associated DPSP plan.

ARTICLE 19 – BULLETIN BOARDS

19.01 The Company shall make available a place on the premises for the purpose of posting notices regarding meetings and other similar Union matters. All such notices must be signed by a Union officer and must be approved by the Manager or his designate prior to posting.

ARTICLE 20 -TERM

20.01 This Agreement is effective from the date of ratification to November 17, 2027 and shall continue automatically thereafter for one (1) year periods unless one party notifies the other, in writing, within a period of three (3) months prior to the expiration date that it desires to amend this Agreement.

20.02 Nothing shall be retroactive prior to the effective date of the agreement unless specifically specified herein.

Ratified this 10th day of November, 2022.

**SIGNED ON BEHALF OF THE
OF THE COMPANY**

Troy Bacchus

**SIGNED ON BEHALF
UNION**

Ken Dean

Jamyang Yeshi

Passang Dhondup

APPENDIX "A" WAGES & CLASSIFICATIONS

Wage Grid

Classification		Current	Ratification	Nov 18, 2023	Nov 18, 2024	Nov 18, 2025	Nov 18, 2026
Warehouse							
	Warehouse A	\$22.40	\$23.75	\$24.25	\$24.75	\$25.25	\$25.75
	Warehouse B	\$21.65	\$22.63	\$23.13	\$23.63	\$24.13	\$24.63
	Warehouse C	\$19.70	\$21.51	\$22.01	\$22.51	\$23.01	\$23.51
	Warehouse D	\$18.37	\$19.72	\$20.22	\$20.72	\$21.22	\$21.72
Shipper/ Receiver		\$22.40	\$23.75	\$24.25	\$24.75	\$25.25	\$25.75

Qualifications:

Warehouse:

Warehouse A: 4000 hours working in the warehouse.

Warehouse B: 3000 hours working in the warehouse

Warehouse C: 2000 hours working in the warehouse.

Warehouse D: Entry level warehouse position.

Shipping and Receiving:

Shipper/Receiver: Posted Position – Requires the following skills:

- Ability to operate a forklift and an up-to-date forklift ticket
- Computer literacy and ability to operate “Produce Pro” or other software that may be required.
- Ability and skills to discern product quality
- Food safety technical training (Employer provided)
- The current employees who are in this job are: Alex Gordon, Dechen Lhundup, Tenzin Nyisel.

Yearly Bonus:

Annual Bonus – Each employee employed for greater than 6 months will receive a \$300.00 annual bonus payable in the second to last pay period each year of the Collective Agreement.

APPENDIX "B"

PART-TIME EMPLOYEES

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

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

Article 11 – Grievance Procedure

Article 12 – Arbitration Procedure

Article 4 – No Strikes or Lockouts

Article 10.02 - Posting of Seniority Lists

Article 10.04 – Notice of change of Address

Article 10.05 – Layoff and Recall

Appendix "A" – Wage Rates

Appendix "B" – Part-time Employees

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

3. The Company shall be entitled to have no more than three (3) part-time employees at work at any time.
4. Part-time employees shall be given consideration for full-time status prior to hiring from outside.
5. A part-time employee shall obtain full-time status only when designated by the Company and shall serve the probationary period as required by this Collective Agreement. A part-time employee obtaining full-time status does not maintain his part-time seniority.
6. Part-time employees shall be paid \$1.00 less than full-time employees.

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Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Business Agent: Ken Dean

Office: (905) 670-4190 x226

Fax: (905) 670-4957

Cell: 905-933-3178

Email: ken@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



Follow us on Social Media...