

**Collective Agreement
Between**

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

And

Sobeys
(hereinafter referred to as the "Company")

January 13, 2024 to October 31, 2026

Sobeys

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.

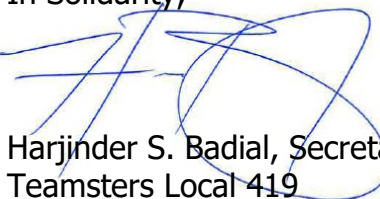
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
Sobeys**

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	TROY SNOW
Trustee	JASON LUCAS
Business Agent	KEN DEAN
Business Agent	FAHEEM BHATTI
Business Agent	BRANDON DAWE

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALIWAL
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 than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

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

WHO IS YOUR UNION STEWARD?

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

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

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

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

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

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

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

Interviews or Investigations

As a Teamster Member,

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

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

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 - RESERVATIONS TO MANAGEMENT	2
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - UNION REPRESENTATION	4
ARTICLE 6 - GRIEVANCE PROCEDURE.....	5
ARTICLE 7 - ARBITRATION.....	8
ARTICLE 8 - STRIKES AND LOCKOUTS.....	9
ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES	9
ARTICLE 10 – STATUTORY HOLIDAYS	11
ARTICLE 11 – VACATIONS.....	12
ARTICLE 12 – SENIORITY	14
ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS.....	17
ARTICLE 14 – LEAVES OF ABSENCE	17
ARTICLE 15 – HEALTH & WELFARE.....	19
ARTICLE 16 – TRAINING	22
ARTICLE 17 – HOURS OF WORK AND OVERTIME	22
ARTICLE 18 – NO DISCRIMINATION	24
ARTICLE 19 – BULLETIN BOARD.....	24
ARTICLE 20 - HEALTH & SAFETY	24
ARTICLE 21 – DURATION OF AGREEMENT	26
APPENDIX "A".....	27

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The Company and the Union agree that the general purpose of this Agreement is to promote co-operation, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.
- 1.02 The Company and the Union agree to meet for the purpose of promoting cooperation between the Company and the Union. They agree to discuss topics relating to the workforce which affect the Company, the Union or any employees, provided there are topics for their joint consideration. If either the Company or the Union wish to have a meeting pursuant to this Article, then the party desiring to have the meeting shall prepare an agenda and deliver it to the other party. Upon receipt of the agenda the parties agree to meet at a mutually agreeable time and place, however, within thirty (30) days of receipt of the agenda.

ARTICLE 2 – RECOGNITION

- 2.01 All employees of the employer of Sobeys Capital Inc. at 8265 Huntington Road, Vaughan, Ontario, save and except office staff, sales staff, supervisors, persons above the supervisor, quality assurance and inventory control.
- 2.02 Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.
- 2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority full-time bargaining unit employees who are qualified to perform such are laid off or being offered less than a standard work week, nor to deprive them of overtime which would be ordinarily assigned to them in the normal course of work, except:
 1. for the purpose of instruction or training; or
 2. for situations requiring immediate action, or in an emergency situation, or customer service is in jeopardy.

Engineers and lumpers who are employed by 3rd party contractors are not employees of the Company and have not, nor are performing work normally performed by members of the bargaining unit.

2.04 **Outside Agreement**

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 word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 The management of the Company and the direction of employees are fixed exclusively with the Company and shall remain solely with the Company, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Company to:

- (a) hire, assign, direct, promote, demote, classify, lay-off, and suspend, discharge or otherwise discipline seniority employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights;
- (b) the right to maintain order and establish and enforce rules, and regulations governing the conduct of employees.
- (c) the right to reduce overtime wherever and whenever possible.
- (d) Determine the kinds and locations of equipment used, materials used, the methods and techniques of work, study or introduce new or improved production methods, facilities or production standards, efficiency, work assignments, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations.

3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.

3.03 The Company hereby reserves all rights and privileges not specifically modified by this Agreement.

ARTICLE 4 - UNION SECURITY

4.01 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 they 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.

- 4.02 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership prior to commencing work and mail same to the Union office immediately. In addition, the Company will provide time during orientation for a shift steward to meet new employees and give the new employees a copy of the Collective Agreement.
- 4.03 The Company shall deduct and pay to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies from the first pay of an eligible employee each month and remit such monies to the Secretary-Treasurer of the Union on or before the end of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.
- (a) All monthly dues for members to be submitted with current address, postal code, phone numbers and Social Insurance Number.
 - (b) Twelve (12) checkoffs per year (calendar month).
- Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.
- 4.05 The Company will list the annual regular Union dues paid by each employee on their Income Tax T-4 Statement.
- 4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 4.07 The Company agrees to remit, twice annually to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

ARTICLE 5 - UNION REPRESENTATION

5.01 Shop Stewards shall be appointed or elected as the Union so wishes, to see whether the employees and the Company follow the provisions of this Agreement and to report any infractions of such provisions to their Supervisor. There shall be no discrimination against Shop Stewards for lawful Union activities, and Shop Stewards shall not let their duties interfere with their regular work assignment.

There will be Three (3) stewards to perform Union duties. Stewards shall be appointed or elected as follows:

Day	One (1) Steward
Afternoon	One (1) Steward
Night	One (1) Steward

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

5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose regular pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise.

5.04 (a) An authorized representative of the Union shall have access to the Company's lunchroom during working hours for the purposes of meeting with employees. The authorized representative of the Union shall also have access to the work area when accompanied by an authorized official of the Company for the purpose of adjusting disputes. The authorized representative of the Union will obtain the prior permission of the Company beforehand, such permission will not be unreasonably withheld.

(b) The Company will provide the Union with relevant payroll related information in respect of the grievance filed.

5.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or warehouse for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

5.06 Alternate Stewards

In the event the Steward is absent from work, the Company agrees to recognize an employee selected by the Union, to act as alternate Steward (maximum of one per shift) to assist in the presentation of any proper grievances that may arise and to sit as a witness to a discipline, in the event that the Steward is absent from work. The Company will be advised in writing of the name of any Alternate Steward once selected.

5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and the employee shall have the right to representation from the Union Business Representative.

5.08 The applicable Union Steward shall be copied on all correspondence regarding letters of discipline.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to attempt to resolve any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.02 It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is agreed that an employee has no grievance until the employee has first given the Company the opportunity to address their complaint within fourteen (14) working days after the circumstances giving rise to the complaint occurred.

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

6.04 Step One

Any grievance of an employee shall first be taken up between such employee, their Shop Steward and their Shift Manager or designate, within fourteen (14) working days of the date of the decision under Article 6.02 thereof. The nature of the grievance, the relevant provisions of the Agreement and the remedy sought shall be set out in writing. The written decision of the Company shall be returned within fourteen (14) working days.

6.05 Step Two

Failing settlement under Step one, the matter may be taken to Step Two. The Union designates shall be a Business Agent as the case may be, and the Company designates shall be the *Warehouse Director or designate* and either the Human Resources and/or Labour Relations Representative or their designate. The grievance may be resolved by agreement and the decision shall be final and binding. With consideration to the needs of the business, and whenever possible this meeting will be conducted monthly if required at an agreed upon date and time.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fourteen (14) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

A Company grievance may be initiated at Step 2 of the grievance procedure at any time within fourteen (14) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of a Union or an employee.

6.07 Extension of Time Limits

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

6.08 Discharge or Suspension Notice

If the Company issues a disciplinary suspension or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days giving the reasons for such discharge or suspension. This Article does not apply to suspensions pending an investigation.

6.09 Discharges and Suspensions

If an employee who has acquired seniority believes that the employee has been

discharged or suspended without just cause, the grievance shall be presented at Step two within five (5) working days after notice has been given to the employee and the Steward. ...

6.10 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 their Steward, then the employee will immediately leave the premises.

6.11 Stewards' Representation

A Steward or the alternate steward shall be present at any disciplinary meeting regarding written warnings, suspensions and discharges. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward or alternate steward present, failing which, the discipline shall be deemed null and void.

6.12 Save and except violations of the Respectful Workplace Policy and Prevention plan, any discipline will be removed from the employee's file after twelve (12) months from this occurrence provided there has been no further discipline in the twelve (12) month period. In the event, that the employee goes off on an approved leave of absence and/or disability leave during the twelve (12) month time period, the discipline will be paused and the time duration will resume once the employee returns to work.

6.13 If discipline is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the issuance of the discipline. The Company agrees to issue discipline within a reasonable timeframe after it becomes aware of the circumstances that lead to the discipline. This time requirement, however, will not exceed eight (8) weeks from the time the Company becomes aware of circumstances that could result in a disciplinary response. If the employee is absent from work and remains unavailable during this period of time, the time requirements shall be extended by the same time the employee is absent or remains unavailable. If there is a requirement to exceed this period of time the Company will seek the Union's agreement to extend the time requirement, such agreement shall not be unreasonably withheld.

6.14 Any employee, as soon as reasonably possible, however no later than one week from their request and on their own time, shall be allowed to inspect their own personnel file. The business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to review the personnel file of the employee upon reasonable notice of such request.

6.15 All decisions arrived at between the representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the

employee or employees concerned.

ARTICLE 7 - ARBITRATION

7.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) working days after the decision in Step 3 is given, the grievance shall be deemed to have been abandoned without prejudice.

7.02 Should a grievance be referred to arbitration. It is agreed that the referring party will select three names from the list of arbitrators provided and one of which will be selected by the receiving party to proceed through the normal course of arbitration.

Randi Abramsky
Eli Gedalof
William Kaplan
Lindsay Lawrence
Neil Keating
Paula Knopf
Jesse Nyman
Derek Rogers

Arbitrators may be added or deleted from the list by mutual agreement.

7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

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

7.06 Any and all-time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

7.07 No matter may be submitted to Arbitration which has not been properly carried through the prescribed steps for the grievance procedure.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of the Collective Agreement. The 'strike" and "lockout" shall be defined in the Ontario Labour Regulations Act.

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 The Union and the Company agree the Wage Grid does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

Where it is necessary for the Company to hire at a rate greater than the rate posted in the Wage Grid due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

Prior to the implementation of any additional premium or other incentives, the Company shall advise the Union. Upon request of the Union, the Company shall meet with the Union to discuss the additional premiums or other incentives prior to the implementation.

The following minimum straight-time hourly rates shall be in effect during the term of this Agreement for all full-time employees.

The top rates shall be effective as of:

*Ratification	*November 1, 2024	*November 1, 2025
\$28.00/hour	\$29.00/hour	\$30.00/hour

*To be implemented for the first full pay period following ratification and following November 1, 2024.

Progressive Scale:

The following progressive scale shall apply to full-time employees hired on or after ratification and will be in effect during the term of this Agreement:

	Ratification	Nov 1 '24	Nov 1 '25
Start Rate	\$22.00/hour	\$22.00/hour	\$22.00/hour
2,000 hours	\$22.50/hour	\$22.50/hour	\$22.50/hour
3,000 hours	\$23.00/hour	\$23.00/hour	\$23.00/hour
4,000 hours	\$23.50/hour	\$23.50/hour	\$23.50/hour
6,000 hours	\$24.50/hour	\$24.50/hour	\$24.50/hour
8,000 hours	\$26.75/hour	\$26.75/hour	\$26.75/hour
10,000 hours	\$28.00/hour	\$29.00/hour	\$30.00/hour

Shift Premium

Employees who are assigned to work on of after 3:00 pm and before 7 am shall be paid a shift premium of \$0.85 per hour for all hours worked while on shift in addition to the regular hourly rate.

Freezer Premium

Employees who are assigned to work in the freezer shall be paid a freezer premium of \$0.95 dollars for all hours worked in the freezer in addition to the regular hourly rate.

9.02 New Classifications

If the Company decides to establish a new job classification, it will notify the Union in writing and negotiate a wage rate with the Union. If the parties are unable to reach agreement on the rate, the dispute over the wage rate may be referred to arbitration by either party pursuant to Article 7 hereof.

9.03 (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be by direct deposit. The Company will not access employee's bank account to remove monies under any circumstances.

(b) The Company shall provide every employee covered by this Agreement on each pay day, with an electronic itemized statement in respect to all wage payments to such employee. Such statement shall be available online and will set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

(c) When there is an error of short payment for an amount more than two hundred and fifty dollars (\$250.00) the employee will receive payment on the off-cycle week or the next payroll, whichever occurs earlier. Lesser amounts arising from a payroll error will be reimbursed on the employee's following pay.

9.04

(a) Once every year, in January, the Company will provide a boot allowance of one hundred and fifty (\$150.00) to full-time employees to assist in the purchase of boots or shoes which must be C.S.A. approved. This amount will not be counted as earnings and will not show on the employee's T4.

(b) Once a year the Company will supply 1 thermal suit and a pair of freezer boots to all employees who are assigned to work in the freezer. If the employee loses or willfully damages the thermal suit, they will be responsible for the replacement cost of the item (for theft the employees will not be accountable for the cost).

(c) Gloves, mitts, liners and hats will be supplied by the Company.

(d) Each employee shall be assigned a specific locker of a suitable size for the protection of employees' clothes and personal belongings. Any search of the lockers will be announced at the start of the applicable shift and the Company will notify the Union steward on the shift who may attend. Any search of a specific locker, the Company will notify the Union and try to have the employee and steward present.

9.05 Tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Company and shall remain the property of the Company at all times.

9.06 **Parking**

The employer will make available a suitable parking area for all employees at no cost to them.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 The Company agrees to recognize the following paid holidays:

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

If a Holiday or Holidays fall(s) within an employee's vacation period or a regular day off, the employee will be entitled to pay for the same and shall be entitled to an additional day of vacation at a mutually agreed upon time which may be prior to or immediately following their vacation period.

The Company will enter into an LOU to meet with the Union for the purposes of putting together a pilot program for Stat Holidays being filled by volunteers with the remainder of the Company's shift needs being filled by mandatory OT from those who would otherwise be regularly scheduled for the statutory holiday.

- 10.04 Employees will not be paid for the above holidays, if they do not work the scheduled full working day before the holiday, the scheduled full working day after the holiday (unless they are approved to leave early without pay by management on either day), or on the day of holiday (if required/scheduled). Notwithstanding the foregoing, an employee will not be paid holiday pay for holidays which fall in a week where the employee has been on short term disability, long term disability or workers compensation for the whole week.
- 10.05 In the event a Statutory Holiday is proclaimed by the Provincial Government, such Statutory Holiday shall also be observed, if not already listed in the above Holidays.
- 10.06 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the classification to which the employee is assigned to work on such Holiday, over and above their regular Holiday pay.
- 10.07 Any hours worked on a Statutory Holiday shall be paid at time and a half (1.5) the employee's hourly rate.

ARTICLE 11 – VACATIONS

- 11.01 The Company will grant all full-time employees to whom this Agreement is applicable vacations pursuant to this Article. Choice of vacation periods will be based on seniority as more particularly detailed in this Article.
- 11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Less than one (1) year One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.

One (1) year	2 weeks
Five (5) years	3 weeks
Ten (10) years	4 weeks
Eighteen (18) years	5 weeks
Twenty-five (25) years	6 weeks

Vacation entitlement shall be based on the full-time employee's anniversary date and vacation pay based on previous calendar year. If in any calendar year an employee reaches their conversion year the employee will be entitled to an extra week's vacation as listed above. The additional week's vacation will be awarded on January 1 of the year in which the anniversary falls. However, the employee will not be eligible to take the additional week of vacation until after the anniversary date at which they attained the additional week.

Employees will receive the full entitlement of vacation weeks each vacation year. However, they will be paid based on two percent (2%) of their percent of total gross earnings earned for their period actively at work in the previous calendar year for each week of any vacation entitlement of two weeks or more. Employees who have an hourly vacation pay amount significantly below their base pay during the year due to such factors as: recent promotion to full-time status, sickness, unpaid leaves of absence, non-occupational accident, etc. – will be prorated and paid in accordance with the above tables. Subject to that proration employees may meet to discuss options with respect to vacation entitlement with their manager. Gross wages include all regular wages, overtime and general holiday pay. Wages in lieu of notice are not included in the calculation.

The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once per year on the last pay of the year.

The employee must reimburse the additional vacation pay if their employment terminates prior to having accrued the full amount of the vacation entitlement on a pro rated basis except in the case of lay off or retirement.

- 11.05 An employee leaving on vacation will receive their vacation pay as per the regular pay cycle in which the vacation is taken.
- 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
- 11.07 The Company shall permit a maximum of eight per cent (8%) of every shift of full-time employees to be absent on vacation during any period.
- 11.08 Vacations due in any year must be taken in the anniversary year. The Company will post a vacation calendar by October 1st each year for the following calendar year January 1st to December 31st. Beginning on November 1st each full-time employee by seniority will be asked to select the dates for their first two weeks of vacation entitlement. Once each full-time employee has been asked, each full-time employee by seniority who has a greater vacation entitlement will then be asked to select the date for their next week of vacation entitlement. This process will continue until each full-time employee has been asked to select the date for their total vacation entitlement. The completed vacation

calendar will remain posted. Any employee who has not selected their entire complement of vacation by September 1st shall have their remaining complement of vacation scheduled by the Company.

Up to one (1) week of each employee's vacation entitlement may be proposed in single day increments by each employee subject to the Company's agreement.

All submissions for approval of single day vacation requests shall be made in writing on forms supplied by the Company a minimum of two weeks in advance of the day requested.

11.09 After the completion of the vacation selection process, in the event a conflict arises between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

11.10 An employee who leaves the employment of the Company for any reason shall receive any vacation monies owing as per Article 11.

ARTICLE 12 – SENIORITY

12.01 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.

12.02 Probationary Period

Notwithstanding anything in this Agreement, an employee shall be on probation until the employee has actually worked five hundred (500) hours in their regular duties. During the probationary period, the Company may terminate a probationary employee's employment provided their decision is not discriminatory. After completing the probationary period, the employee's seniority will begin from the date the employee was hired as full-time.

12.03(a) Bumping Rights

In the event of lay-off, seniority will determine the full-time employees to be retained, skill and ability being sufficient. An employee who is laid off may voluntarily accept the lay-off. Otherwise, the full-time employee being displaced to layoff or job elimination may exercise their seniority by bumping the junior full-time in the classification they have the skill and ability to perform. Only an employee bumped from their classification shall be eligible to exercise their seniority in accordance with the above. If there are no full-time positions available, the employee will be subject to lay-off.

(b) Lay-off Notice

The Company shall provide seniority employees with notice of lay-off pursuant to the *Employment Standards Act* if the period of lay-off is expected to exceed thirteen (13) consecutive weeks.

Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom the employee was replacing.

12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient.

12.05 A seniority list shall be placed on the bulletin board. It will be revised by the Company at least once a year and a copy will be forwarded to the Union. The Company will periodically advise the Union as to any change in an employee's address, telephone number, Social Insurance Number or employee classification, when the Company becomes aware of any such change.

12.06 Temporary Recall

(a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classification in which they are working;

(b) When temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees.

(c) In a lay-off situation, the Company will not use part-time employees except to make up hours refused by temporarily laid-off employees.

12.07 If the company requires a lay-off, then all part-time employees will be laid off first. In the event that a regular full-time employee cannot be guaranteed their regular scheduled forty (40) hours, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid-off status shall hold top seniority among the part-time employees and shall, on order of their overall seniority, have first call to assignments work with greater earning opportunities. Said employees shall be first in line for promotion to regular full-time status. No part-time employee will work in the case of a lay-off unless the laid off or regular employees refuse the work.

12.08 Promotions Outside Bargaining Unit

When an employee is transferred or promoted to a position outside the bargaining unit, the employee will retain their seniority and continue to accumulate seniority for a period not to exceed 30 calendar days from the date of such transfer or promotion. After such 30-calendar day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the bargaining unit within a period of 30 calendar days, and there is then no vacancy which, by reason of their seniority, the employee is entitled to fill, the employee may displace the employee with the least seniority, provided the employee 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 12.08 shall qualify for benefits under this Agreement, based on their total continuous service with the Company. This shall be done once during the term of the employee's employment.

12.10 Change of Address

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

12.11 Loss of Seniority

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

- (1) if an employee quits or retires;
- (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence.
- (4) fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency.
- (5) 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 the employee will report for work, unless the employee 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 ten (10) working days or less becomes available while seniority 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;

- (6) The employee is laid off for a period of twelve (12) months or their length of service, whichever is least.
- (7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 In the event of a vacancy in any of the classifications covered hereunder, the Company shall post a notice on the bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) consecutive days of such posting. The filling of such job shall be made within a reasonable period following the posting process being completed and in accordance with seniority, provided the employee has the present qualifications, skill and ability to perform the normal requirements of the job.

The following procedure shall be followed when a position becomes available:

1. All vacancies shall be posted within the warehouse.
2. There will be no aptitude testing for employees when transferring from one classification to another.
3. The Company will post the name of all successful candidates.

13.03 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to work in a lower classification, the employee shall be paid the rate for that classification.

13.04 When the Company fills a vacancy resulting from the first posting, the Company will post the name of the successful candidate.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 (a) During an authorized leave of absence, an employee shall maintain and accumulate seniority.

- (b) Leaves of Absence in this Article are intended to be inclusive of, and not in addition to, leaves in accordance with the *Employment Standards Act*.

14.02 Leave of Absence for Personal Reasons

The Company may, in its sole discretion, grant leave of absence without pay, provided the employee has successfully completed their probationary period. The Company may grant the leave of absence without pay for no less than one (1) full scheduled day. All requests must be submitted in writing to the responsible Manager/Human Resources or designate indicating the reasons for and duration of the leave requested not less than thirty (30) calendar days in advance of the requested date of the commencement of the leave. Subject to the requirements of the plan for both eligibility and payments, an employee on such leave may be maintained on applicable benefit plans.

14.03 Maternity/Parental/Adoption Leave

An employee shall be granted a maternity/parental/adoption leave of absence in accordance with Ontario *Employment Standards Act*, maintaining the accumulation of seniority and subject to the requirements of the plan for both eligibility and payments, an employee on such leave may be maintained on applicable benefit plans. In any calendar year in which an employee is absent from work on maternity or parental or adoption leave, the employee will accrue vacation time.

14.04 Bereavement Leave

All full-time employees who have successfully completed their probationary period shall be entitled to the following bereavement leave. An employee may be requested to provide satisfactory proof of bereavement for leave requests.

(a) In the event of a death of an immediate family member, employees shall be entitled to a maximum of five (5) consecutive working days off with pay. The term "immediate family" shall mean: Spouse, sister, brother, child, grand-child, parent, spouse's parent and step-parent.

(b) In the event of a death of a grandparent, son-in-law, daughter-in-law, and anyone who has legally acted in any of the foregoing capacities, the employee shall be entitled to a maximum of three (3) consecutive working days off with pay.

Additional unpaid leave may be available upon request of the employee's Human Resources or designate.

14.05 Jury Duty

When a full-time employee is called upon for jury selection or to serve on jury duty, or as a witness for the Company, the employee will immediately provide the Company with notice of the required leave and the Company shall reimburse the employee for lost wages which shall be determined as the difference between payment from the Crown and regular daily earnings. Should an employee be excused early from jury duty or court as a witness and should there be four (4) or more hours left on the shift then they shall be required to report to work. For such payments to be made the Company shall require a copy of the relevant subpoena and/or receipt of payment. This clause shall not apply to employees acting on behalf of themselves, or because of alternate employment.

14.06 If an employee desires a leave of absence for reasons other than those referred to above, the employee must obtain permission, in writing, for the same from the Company.

ARTICLE 15 – HEALTH & WELFARE

15.01 All full-time employees covered by this Collective Agreement, upon completion of their probationary period, will be eligible to be covered by the Sobeys YouFlex Benefits Group Insurance Plan for Benefits pursuant to its provisions.

15.02 The Employer's sole responsibility shall be to pay the Employer's portion of the premium for the plan.

15.03 The Company agrees that Sobeys YouFlex Benefits Group Insurance Plan will only change in a manner consistent with the provisions of the Plan on a national basis.

The Company agrees to provide the Union with notice of any changes to the Sobeys YouFlex plan and to meet with the Union to discuss the changes, prior to the implementation.

15.04 (a) Full time employees shall be entitled to ten (10) hours of paid personal time per year, following the completion of the probationary period, and prorated at 50 minutes per month for partial years of service. After ten years of service, full-time employees are entitled to sixteen (16) hours of paid personal time per year.

(b) Personal time must be booked and agreed to at a minimum of one (1) week in advance. The employee's request and the Company's decision concerning any requested personal leave of absence shall be made in writing. The granting or refusal of all such leaves of absence shall be at the discretion of the Company.

(c) Personal time shall not be used in lieu of a sick day.

(d) Up to two (2) hours of Personal time may be used for days deemed as a Snow Day by the Company.

(e) Personal time shall not accumulate from year to year.

(f) Employees will adhere to the Attendance Policy as implemented by the Company and amended from time to time.

(g) Unused personal time will be paid out in early December.

15.05 The Employer reserves the right to require an independent medical evaluation by a duly qualified medical practitioner, including specialists to review and evaluate the employee's restrictions and limitations in the following situations:

(a) The Company reserves the right to require an employee to submit a physician's certificate in the event of repeated absences in accordance with the Company's Attendance Policy, as amended from time to time.

(b) The Employee is returning to work from sickness and injury;

(c) The Employee has provided medical information in respect of their ability to perform work;

(d) The Employee is absent and the Employer seeks to confirm that the absent employee continues to be unable to work;

(e) In the event of unclear or contradictory medical information;

The Employer will pay eight (8) hours pay for each day the Independent Medical Evaluation (IME) is scheduled. Employees shall promptly comply with the request of the Company to undergo an IME. The results of the IME are to be determined as one of the following three (3) alternatives: Fit for work; Unfit for work; or Fit with restrictions from the day of visit. The Company agrees to provide a copy of the IME results upon request from the employee.

In the case of travel, if an employee must travel more than twenty (20) kilometres (one way) from the Vaughan Retail Support Centre to attend an IME, the Company will reimburse the employee at the rate of 34 cents per kilometre for kilometres more than the 20 kilometres limit as mentioned above.

The Company will review the individual circumstances with the Union prior to exercising this provision.

15.06 In the event an employee is injured while at work and unable to continue work, the Company will immediately provide them with an offer of modified duties and a FAF, their pay shall continue for the remainder of their scheduled hours of work that day provided they provided the Company with applicable medical documentation.

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

15.08 The Company and the Union will comply with the Workers' Compensation legislation governing the Company and employee's rights in respect of medical examinations.

15.09

(a) Full Time employees shall be entitled to forty (40) hours of paid sick time per year after the completion of their probationary period, and prorated at 200 minutes per month for partial years of service. Sick time is provided for illness of the employee.

(b) The above sick time will not accumulate from year to year.

(c) Any employee abusing this privilege by attempting to collect absence from work pay under false pretences may be subject to termination for cause.

(d) Employees will adhere to the Attendance Policy as implemented by the Company and amended from time to time.

(e) If an employee requests to leave work early due to illness, the time shall be deducted from their sick time allotment, unless the employee advises the Shift Lead/Team Lead upon the request that time should be unpaid.

(f) Unused sick time will be paid out in early December.

15.10 **Medical Leave**

When an employee suffers an injury or illness which requires their absence, the employee shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of their actual starting time) so that adequate replacement may be made if necessary. Employees must keep the Company and the Union always notified of their correct address and telephone number.

15.11 It is required that employees on sick or injury leave 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. ...

15.12 All full-time employees covered by this Collective Agreement, upon the completion of their probationary period, shall participate in the Sobeys Pension Plan pursuant to its provisions.

The Company's sole responsibility shall be to match the employee's required contributions in accordance with the provisions of the Sobeys Pension Plan.

The Company agrees that the Plan contributions will not decrease during the life of this Agreement.

ARTICLE 16 – TRAINING

16.01 Training will be paid at the employee's applicable rate of pay as per the Collective Agreement. In special or in emergency circumstances, and with prior agreement with the Union, the Company may be required to modify an employee's schedule to accommodate specific training programs and in this case the Company will provide at least two (2) weeks' notice of the amended schedule.

16.02 The Company, upon prior approval of the Manager, will provide an approved First Aid course.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 (a) The guaranteed scheduled work week for full-time employees shall consist of forty (40) hours per week.

(b) The normal workweek shall be Sunday through Saturday. The normal work schedule shall be eight (8) or ten (10) hours daily and forty (40) hours weekly as determined by the Company

(c) The start and finish time of shifts may be changed by the Company by no more than 2 hours either way from the times from the original posted job with the provision of a minimum of two weeks' notice.

(d) In the event that overtime more than two (2) hours is anticipated, an additional ten (10) minute paid break will be provided at the beginning of the overtime period.

17.02

(a) Overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of the regular shift (i.e., eight (8) hours or ten

(10) hours in a day) and/or forty (40) hours in a week, and for all hours worked on the sixth or seventh day of the employee's regular work week.

(b) Any full-time employee requested to work on their rest day shall be guaranteed a minimum of four (4) hours pay at the applicable rate of pay.

17.03 Employees shall have one (1) twenty (20) minute paid break and one (1) thirty (30) minute paid meal period per eight (8) hour shift unless otherwise mutually agreed between the Company and the employee. Except for the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

17.04 (a) Overtime that has been properly authorized by the Company will be offered to the senior qualified employee on the shift. If insufficient volunteers are available the Company may assign overtime to all employees on the shift by selecting in reverse order of seniority by skill and ability. This will not prevent the Company from assigning the work to available employees at straight time to achieve their regular eight (8) hours. Any employee who volunteers for or otherwise accepts an overtime assignment will be obliged to report for and complete the hours agreed upon.

(b) The determination for overtime work is at the discretion of the Company; as an example, it may be designated at the end of a shift, or prior to the start of a shift.

(c) For designated additional overtime shifts, the Company will post Additional Requirements Lists. Additional overtime shifts will be assigned on the basis of seniority from among employees who have the skill and ability and who have signed the list. This provision will also be utilized for a paid holiday week with the timing so adjusted.

(d) If, the Company is unable to secure greater than the number of employees required in (a) above, the Company will choose the required number of qualified employees on the basis of reverse order of seniority.

(e) In all instances where an employee accepts overtime outside of his normal job, they will be expected to meet the normal standards of the job performed on overtime. Additionally, all normal work rules apply.

17.05 The Company reserves the right to implement a shift bid process with a minimum of thirty (30) days' notice to the Union.

17.06 There will be a minimum of eleven (11) consecutive hours of rest in a twenty-four (24) hour period.

- 17.07 (a) If the company requires any employees to move from any classification to another classification, then the employees will be asked to move in order of top down seniority and forced to move in reverse seniority.
- (b) If any employee is required to move in the middle of a shift from a cold area to a dry area or a dry area to a cold area then the employee will be giving a ten (10) minute transition time for each time the employee moves.

17.08 Overtime Before Vacations

An employee leaving on vacation shall be eligible for work in the week before their vacation commences. The employee shall be ineligible for further work until Saturday midnight after their vacation.

ARTICLE 18 – NO DISCRIMINATION

18.01 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability in accordance with the provisions of the Human Rights Code, RSO 1990 c H. 19.

ARTICLE 19 – BULLETIN BOARD

19.01 The Company agrees to make available in the lunch room for the use of the Union a lockable glass enclosed bulletin board (36" x 22"). The bulletin board may be used by the Union for posting notices of Union meetings, the Collective Agreement, Union appointments, results of Union Elections, Seniority Lists and similar matters of interest to Union members. The parties agree that only notices that are signed by a Union official will be posted on the bulletin board.

19.02 The following items must be posted on each such Notice Board:

- a) A copy of this Agreement; and
- b) Seniority list to be revised by the Company every three (3) months.

ARTICLE 20 - HEALTH & SAFETY

- 20.01 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 the Company's safety rules and procedures including those established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 20.02 The Company shall not require employees to operate any equipment which is in an unsafe operating condition.
- 20.03 The Company agrees to provide adequate facilities in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees.
- 20.04 The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- 20.05 The warehouse and office shall be adequately heated and ventilated.
- 20.06 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and provide proper first-aid kits.
- 20.07 The Company will pay straight time (at the last rate worked) for attendance at the safety meetings (whether in person or by some form of virtual attendance).

20.08 **Safety Committee**

The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

- 20.09 Employees shall, immediately or at the end of their shift, report all defects of equipment to the Company. The reports shall be made on a suitable form furnished by the Company, and shall be made in multiple copies, one copy of which is to be retained by the employee.
- 20.10 There shall be a Safety and Health Committee with at least three (3) members appointed or elected by the Union and three (3) members from the Company. The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall become effective as of the date of ratification and shall remain in effect in full accordance with the provisions of the Ontario *Labour Relations Act* as amended up to and including October 31, 2026 and shall thereafter continue in full force and effect from year to year unless written notice is given by one party to the other not more than ninety (90) days prior to the above termination date or to any anniversary date thereof requesting that the Agreement be either changed, modified, amended, or cancelled.

Ratified this 13th day of January, 2024.

FOR THE COMPANY:

Matt Hickling
RSC Director

FOR THE UNION:

Bobby Yoo
Steward

Chophel Tseten
Steward

Kamlawattie Stanley
Steward

Faheem Bhatti
Business Agent

Owen Lane
Vice President

Jason Sweet
President/Principal Officer

APPENDIX "A"

For the purpose of this Appendix, part-time employees, casual employees and students shall all have the same meaning when either term is used.

The following are the terms and conditions relating to the employment of employees covered by this Appendix. In the event of a conflict between the terms of this Appendix and the main body of this Agreement or any Appendix thereof, the terms of this Appendix shall prevail.

A-1 Part-time employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 4.03 of this Agreement, except that the employees shall not pay initiation fees.

Hourly Wage Rates

*To be implemented first full pay period after ratification and following November 1, 2024.

Progressive Scale:

The following progressive scale shall apply to part-time employees hired on or after ratification and will be in effect during the term of this Agreement:

	Ratification	Nov 1 '24	Nov 1 '25
Start Rate	\$20.00/hour	\$20.00/hour	\$20.00/hour
2,000 hours	\$20.50/hour	\$20.50/hour	\$20.50/hour
4,000 hours	\$21.50/hour	\$21.50/hour	\$21.50/hour
6,000 hours	\$22.00/hour	\$22.00/hour	\$22.00/hour
8,000 hours	\$24.00/hour	\$24.50/hour	\$24.75/hour

Part-time employees shall not normally work more than twenty-four (24) hours per week except:

- (a) During the period from May 1 up to and including September;
- (b) During the period from December 1 up to and including January 15;
- (c) During the full week in which Thanksgiving falls and during the 2 weeks preceding;
- (d) During the full week in which Easter falls and during the 2 weeks preceding;

(e) When replacing a full-time employee who is absent for any reason whatsoever, for the duration of such absence;

A-2 The purpose of employees covered by this Appendix is to assist the Company in the performance of work normally performed by the bargaining unit.

A-3 A part-time employee shall be given the opportunity to apply for any available full-time position and shall be hired in order of most seniority, skill and ability being equal, prior to such vacancy being filled by a new hire.

In the event a part-time employee is hired to a full-time position, their time worked as a part-time employee shall be credited towards their probationary period described in Article 12.02 (a).

A-4 Part-time employees will be paid for the hours worked and will be paid overtime after forty (40) hours.

A-5 The use of part-time employees shall not result in the lay-off or reduction of regular hours (forty hours) worked of any full-time bargaining unit employee.

A-7 Part-time employees will only work overtime after all full-time employees have been offered the overtime opportunity first.

A-8 Part-time employees will:

- a) be granted the rest period as set out in Article 17.03 of this Agreement;
- b) receive vacation pay as determined under the Ontario *Employment Standards Act*.
- c) receive paid holidays subject to the requirements as set out in Article 10;
- d) be entitled to overtime pay at one and one half (1.5) times the applicable hourly rate

If the employee works more than five (5) days during the same week.

- e) be entitled to file grievances according to the grievance and arbitration procedures of this agreement.
- f) Stewards' Representation

A Steward or alternate steward shall be present at any disciplinary meeting in accordance with Article 6.11 of the Agreement.

g) Part-time employees who have completed the probationary period shall be entitled to the safety shoe allowance of seventy-five (\$75.00) to assist in the purchase of boots or shoes which must be C.S.A. approved. This amount will not be counted as earnings and will not show on the employee's T4.

A-9 A part-time seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union office.

A-11 When a part-time employee works more forty (40) hours per week outside the periods set forth in A-1 above for more than thirteen (13) consecutive weeks without a break, a full-time employee position will be posted. The senior part-time employee with the skill and ability who has indicated a desire for full-time employment, if any, will be converted to full-time employment.

2024

January

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February

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April

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September

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2025

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2026

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Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

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"IN SOLIDARITY WE RISE"

**Respect
Is a
Teamster
Contract**



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