



Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

Sofina Foods Inc.

(hereinafter referred to as the "Company")

March 1, 2023 to February 28, 2026



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.

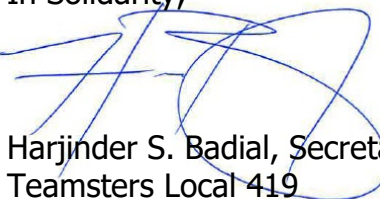
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
Sofina Foods Inc.**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.3 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

4TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALI WAL
Admin. Support/Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



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

**Teamsters Canada
130,000 Members**

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

Teamsters 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	3
ARTICLE 2 – SCOPE AND RECOGNITION.....	3
ARTICLE 3 - RESERVATIONS TO MANAGEMENT	5
ARTICLE 4 - UNION SECURITY	6
ARTICLE 5 - UNION REPRESENTATION	9
ARTICLE 6 - GRIEVANCE PROCEDURE.....	10
ARTICLE 7 - ARBITRATION.....	16
ARTICLE 8 - STRIKES AND LOCKOUTS.....	19
ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES.....	19
ARTICLE 10 – HOLIDAYS.....	27
ARTICLE 11 - VACATIONS	29
ARTICLE 12 - SENIORITY	32
ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS.....	38
ARTICLE 14 - LEAVES OF ABSENCE.....	41
ARTICLE 15 – HEALTH AND WELFARE	43
ARTICLE 16 – NO DISCRIMINATION	49
ARTICLE 17 – HOURS OF WORK AND OVERTIME	50
ARTICLE 18 – BULLETIN BOARD.....	55
ARTICLE 19 – HEALTH AND SAFETY	55
ARTICLE 20 – TRAINING.....	57
ARTICLE 21 – DURATION OF AGREEMENT	57
LETTER OF UNDERSTANDING #1	60
Re: End of Shift Procedures	60
LETTER OF UNDERSTANDING #2	62
Re: Advance payment of accrued vacation pay.....	62
LETTER OF UNDERSTANDING #3	63
Re: Shortage of Work	63
LETTER OF UNDERSTANDING #4	64
Re: Training	64

Teamsters Local Union No. 419 and Sofina Foods Inc.

LETTER OF UNDERSTANDING #5	65
Re: Boots.....	65
LETTER OF UNDERSTANDING #6	66
Re: Job Evaluation.....	66
APPENDIX "A".....	67
APPENDIX "B".....	70
APPENDIX "C".....	74
SCHEDULE 1.....	78
SCHEDULE 2.....	89

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The parties agree that the general purpose of this Agreement is to establish and maintain the work conditions, including various procedures, rates of pay and the method for resolving grievances.

The parties further agree that they will work together in the spirit of harmony and co-operation, recognizing that they have mutual interests in promoting efficiency and service, with a need to promote a channel through which information and problems may be transmitted from one to the other.

1.02 **Joint Labour/Management Consultation Meetings**

The Company and the Union agree to have separate meetings for SDC and East Drive for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the workforce which affect the parties or any employees bound by this Agreement. Both parties agree to meet monthly, or as necessary; the chair rotates, the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "B" of this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the

Teamsters Local Union No. 419 and Sofina Foods Inc.

Company in Brampton save and except Supervisors and persons above the rank of Supervisor, office, clerical and sales staff.

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

2.03 Persons not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while full time seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard workweek, nor for the purpose of depriving them of overtime opportunities which would normally be assigned to them, except:

- (a) for the purpose of instruction or training; or
- (b) for situations requiring immediate action, or in an emergency situation, or when customer service is in jeopardy.

2.04 Work that is normally and traditionally performed by the bargaining unit shall not be contracted out if such contracting out causes any loss of regular pay or lay-off of any employee concerned, or permanently reduces the working force.

2.05 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. Any and all agreements that alter the language of the collective

Teamsters Local Union No. 419 and Sofina Foods Inc.

agreement must be mutually agreed to and signed off by way of a Letter of Understanding or Memorandum of Agreement by the appropriate union and employer representatives or the arrangement will be considered null and void.

- 2.06 Part-time employees shall be covered by this Collective Agreement only as specifically set out in appendix "A" to this Agreement.
- 2.07 The Company and the Union each pay fifty percent (50%) of the total cost of printing the Collective Agreement at a Unionized Printing Shop.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- 3.01 The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees for proper cause or otherwise discipline employees.
- 3.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 3.03 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations, and to manage this business in all respects.

- 3.04 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.
- 3.05 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 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.
- 4.03 The Company agrees to deduct from the first pay of an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the 20th day of the same month. The Secretary-Treasurer of the Union

Teamsters Local Union No. 419 and Sofina Foods Inc.

shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

4.04 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.
- d) On a rotational basis supplied by the Union, a Steward, who is designated by the Union and who is scheduled to work and working, shall be allowed to participate in new employee orientation sessions which the Company will schedule in its sole discretion.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- During each of these sessions, the Steward will be allowed no more than fifteen (15) minutes of paid time to address the new employee(s).
- During this time, the Steward may explain the union's structure and role within the plant, distribute copies of the Collective Agreement, and/or other printed material and answer any questions a new employee may have.
- Once the new employee orientation is complete, and in any event at the fifteen (15) minute mark, the Steward will expeditiously return to work.

- 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.
- 4.08 Any errors in payroll earnings which are fifty dollars (\$50.00) or greater, shall be corrected within two (2) business days. Payroll errors less than fifty dollars (\$50.00) shall be corrected by the next payroll.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union may appoint or elect, and the Company shall recognize, up to ten (10) stewards from the plant and three (3) stewards at the SDC. The three (3) stewards at the SDC will be split between days, afternoons, and nights.
- 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 pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise. For time spent outside their regular scheduled working hours, such time shall be treated as hours worked, and paid at the appropriate rate.
- 5.04 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for the purpose of

Teamsters Local Union No. 419 and Sofina Foods Inc.

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

- 5.05 The Company shall pay one hundred (100%) per cent of the cost for a maximum of eight (8) Stewards on the Union negotiating committee at their normal rate of pay, for one (1) full shift (on each occasion), for time spent negotiating this Agreement with the Company.
- 5.06 The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Stewards will provide the Company with a written list of Alternate Stewards. The Union will provide a written list of recognized Shop Stewards annually which will include Alternate Stewards.
- 5.07 A copy of all posting notices shall be placed in the Union Binder. The Employer also agrees to supply small file lockers for the permanent Stewards at East Drive to a maximum of ten (10). The Company will be provided six (6) months from ratification to have these in place.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the

Company, without, so far as possible, resort to arbitration and that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until they have first given the Company the opportunity to adjust their complaint; this shall take place within seven (7) calendar days of the occurrence of the incident which gave rise to the complaint, or within seven (7) calendar days of when the incident became known.

6.03 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within a further fifteen (15) calendar days from the Company's response under 6.02. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.04 **STEP ONE**

By a meeting between the aggrieved employee and their Supervisor; the employee shall be accompanied by their Steward. The employee's Supervisor shall give their decision in writing with a copy being sent to the Union business representative within ten (10) calendar days following this meeting.

6.05 **STEP TWO**

In the event the grievance is not settled at Step One, or the Company fails to respond within ten (10) calendar days after the decision of Step One should have been given, the employee shall present the written grievance to the Plant Manager, or their designated Human Resources or their designate shall schedule a Step 2 meeting within ten (10) calendar days from the time when such grievance was presented to the Plant Manager, or their designate.

At the Step Two meeting, the employee shall be accompanied by their Steward. The Business Representative of the Union or their designate shall be present at the meeting. The Plant Manager, or their designate, shall give a decision in writing with a copy being sent to the Union business representative on behalf of the Company within ten (10) calendar days immediately following the date of such meeting.

6.06 **General Provisions**

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full calendar days after the circumstances giving rise to such

Teamsters Local Union No. 419 and Sofina Foods Inc.

grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

- 6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) calendar days of the occurrence of the matter giving rise to the grievance. The Manager, or designate, shall schedule a meeting between the parties within ten (10) calendar days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) calendar days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.
- 6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7, respectively.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 6.10 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.
- 6.11 If the Company disciplines an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discipline. If the Company intends to discharge a Steward, the Union Business Representative shall be advised prior to such discharge.
- 6.12 If an employee who has acquired seniority believes that they have been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the Steward.

Where an employee has been suspended pending investigation, at the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the meeting or, failure of the employee to inform the Company beforehand of their inability to attend the meeting, the employee shall be deemed to have abandoned their employment, unless the failure to attend the meeting was beyond the employee's reasonable control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

In cases where it is appropriate, the Company may substitute a working suspension.

6.13 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 an immediate ten (10) minute interview with a Steward, then the employee will immediately leave the premises.

6.14 A Steward will be present in any formal meeting between an employee and the Company, where the matter to be discussed is to become part of the employee's performance record.

The Parties agree that if there is an urgent issue that is required to be addressed immediately or a situation escalates the steward that is readily available will be utilized to deescalate and facilitate a discussion. Once the meeting escalates to a formal meeting inside an office, the employee will be asked which Steward present on the shift that they want to represent them. The Company will make sure that Steward is called to represent that employee.

Further, a Steward shall be present at any disciplinary meeting regarding verbals, 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 present, failing which, the discipline shall be deemed null and void, except where otherwise provided for in this Collective Agreement.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 6.15 Any action or decision in respect of any employee shall not be based on any item in their personnel record which has been on file for more than twelve (12) months. This clause does not apply to infractions under Article 16, or serious health and safety infractions, which includes food safety infractions.
- 6.16 Any employee, with twenty-four (24) hours' notice 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 inspect the personnel file of the employee upon reasonable notice of such request.

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 twenty (20) calendar days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator,

Teamsters Local Union No. 419 and Sofina Foods Inc.

the arbitrator shall be appointed by the Minister in accordance with the Labour Relations Act.

- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with 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 6 or 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.

Where either party fails to respond to the grievance timelines outlined in Article 6 or 7 and has not requested an extension of time, the grievance shall automatically advance to the next step of the grievance procedure.

7.07 Expedited Format

The parties agree to an informal expedited grievance arbitration process. An individual agreed to by both parties shall be scheduled as required to conduct

Teamsters Local Union No. 419 and Sofina Foods Inc.

expedited process on the following guidelines. The individual hearing the grievances does not necessarily have to be a practicing arbitrator but somebody the parties can mutually agree to:

1. Either party may refer grievances to this process upon providing the other party with one (1) weeks' notice of a grievance being referred. Both parties must agree to forward a grievance to the Expedited process.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that before entering the Expedited process, the parties will prepare an agreed statement of facts. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 5. The Expedited process will not include witnesses unless otherwise mutually agreed and will be limited to presentation, positions and jurisprudence presented by both parties.
- 6. Decisions of Expedited process shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized. Decisions shall be final and binding.
- 7. Practicing Legal counsel shall not be used by either party.

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 this Agreement. The words "strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 (a) The following straight-time hourly rates for the Wage Groups A & B and for the Maintenance and Skilled Trade Wage Group, shall be in effect during the term of this Agreement:

Wage Group	Current Rate	March 1st, 2023	March 1st, 2024	March 1st, 2025
		\$ 0.85	\$ 0.60	\$ 0.60
A	\$ 22.75	\$ 23.60	\$ 24.20	\$ 24.80
B	\$ 22.00	\$ 22.85	\$ 23.45	\$ 24.05

Teamsters Local Union No. 419 and Sofina Foods Inc.

General Mechanic	\$ 29.10	\$ 29.95	\$ 30.55	\$ 31.15
Production Mechanic	\$ 30.32	\$ 31.17	\$ 31.77	\$ 32.37
SDC Shipping Material Handler	\$ 22.75	\$ 23.60	\$ 24.20	\$ 24.80
Skilled Trades*	\$ 31.00	\$ 31.85	\$ 32.45	\$ 33.05
Electrician-Licensed*	\$ 31.75	\$ 32.60	\$ 33.20	\$ 33.80
Chief Operator	\$ 32.70	\$ 33.55	\$ 34.15	\$ 34.75

The job classifications for the above groups, A, B, Maintenance and Skilled Trades wage groups, are listed in Schedule 3.

*Licensed Trades

- (i) **Apprenticeship Program:** The apprentice must provide written documentation from the program coordinator that they have successfully completed their respective school term and has moved up to the next highest year of studies within the program.

1st Year 80 % of Classification Rate
 2nd Year 85 % of Classification Rate
 3rd Year 90 % of Classification Rate
 4th Year 95 % of Classification Rate
 5th Year 100% of Classification Rate

- (ii) **Wage Progression for New Hires:**
 Progression for Full-time and Part-time employees:

0-6 months 90% of Classification Rate
 7-12 months 95% of Classification Rate
 Thereafter 100% of Classification Rate

The Wage Progression for New Hires does not apply to Maintenance and Skilled Trades Wage Groups.

(b) Shift Premium

Any employee who is assigned to an "afternoon" shift shall receive a shift premium of sixty-five cents (\$0.65) per hour for all hours worked on each such shift. Any employee who is assigned to a "night" shift shall receive a shift premium of seventy-five cents (\$0.75).

(c) Freezer Premium

Employee(s) specifically assigned to the role of maintaining the blast freezer(s) and shipping/receiving freezer will be paid a freezer premium of one dollar (\$1.00) per hour worked. For the purpose of this article, maintaining the freezer is rotating product, emptying the blast freezer, slotting product and rotating inventory.

(d) For all purposes herein, any shift which during the regular work week starts:

- at or after 12:00 noon and before 6:00 p.m., shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts,
- at or after 6:00 p.m. and before midnight, shall be a "night shift" and shall be deemed wholly and

Teamsters Local Union No. 419 and Sofina Foods Inc.

only to be a shift on the day immediately following the day on which it starts,

- at or after midnight and before or at 4:00 a.m., shall be a "night shift", and any other shift shall be a "day shift".

9.02 If the Company wishes to introduce new shifts, start times or work weeks, they may do so only after consultation with the Union. The Company agrees that such changes will be for bona fide business reasons only, and that they will not act in an arbitrary manner. The Union has the right to file for Arbitration when the Company fails to comply with this clause.

9.03 If Company wishes to introduce new classifications, the wage rates for such classifications shall be a matter of negotiation between the Company and the Union. If the parties are unable to reach agreement, the Union may file a grievance. In the event that the grievance is not resolved, the union may proceed to arbitration as provided elsewhere in this Agreement. The Arbitrator's jurisdiction shall be limited to the determination of whether or not said rate is reasonable relative to the established rates for existing classifications.

During any time that the matter remains in dispute, the Company will continue to assign the work in question and the employee to whom it is assigned shall be continued at the regular rate the employee held immediately prior to such new or allegedly new work was assigned. Any change of rate resulting from the

Teamsters Local Union No. 419 and Sofina Foods Inc.

final disposition of the matter shall be effective from the date that the work in question actually commenced.

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

9.05 a) The Company will continue its current practice of supplying seniority employees with knives, steels, scabbards, aprons, and rubber gloves specified by the Company as required for work in accordance with the following. Such items remain the property of the company and will not be removed from the premises.

i) New employees will be charged for the above tools but will be reimbursed after their probationary period.

ii) Employees must return worn or damaged tools and equipment before being supplied with replacements. Failing to return such worn or damaged tools and equipment, the employees will be charged for the full replacement value.

b) The Company will continue its present practice of specifying and supplying to the employees launderable work clothing, gloves, hairnets and head coverings, as required for the work. Such

clothing remains the property of the Company, and except with permission, shall not be removed from the Company's premises and must be returned when worn out or upon separation of the employee. Clothing not returned will be paid for by the employee. The Company will make the necessary arrangements for the laundering of washable clothing.

- (c) In January of each year of this collective agreement, the Company will pay each employee who has completed their probationary period, an allowance of one hundred and fifty (\$150.00) dollars to enable the employee to purchase C.S.A. approved safety footwear or rubberised safety boots, as specified in the Company's Safety Rules or HACCP Rules as the case may be. A new employee (outside of maintenance) who starts employment after January and prior to October in the calendar year will be given a pro-rated amount towards the boot allowance following probation. During the probationary period, the Company will supply stock boots to new employees which will remain the property of the Company until such time as an employee completes their probationary period. In January of each year, Maintenance and Sanitation classifications shall receive one hundred and eighty-five (\$185) per calendar year to purchase their own C.S.A. approved safety boots. Such allowance to be paid, tax free. A maintenance employee who starts employment after January and prior to October in the calendar

year will be given a pro-rated amount towards the boot allowance following probation.

- (d) The Company will continue its practice of issuing protective clothing to all full-time freezer workers (including Shipping/Receiving/General Palletizing employees). This clothing shall include a freezer suit and special freezer mitts and/or gloves. The Company shall provide new suits when replacing old ones. This clothing is to remain the property of the company and may not be removed from the premises without permission. Employees are responsible for and expected to exercise care in the use and protection of this clothing. Company issued clothing should be kept in good repair and replaced as needed.

- (e) The Company will supply thermal suits to employees who are assigned to work in the freezer at the SDC. The suits will be replaced when the suit is no longer suitable due to normal wear and tear, at which time the employee must return their old suit to the Company. The Company will also provide cooler jackets gloves to those employees who are assigned to work in the cooler and have completed probation at the SDC on an as needed basis. During the probationary period, employees will have access to used clean coats.

Teamsters Local Union No. 419 and Sofina Foods Inc.

The Company will provide cleaning of the cooler jacket suits on an as needed basis when it is reasonable to do so. Employees will be provided with a replacement jacket during this time.

9.06 An employee who works two (2) hours or more outside of their scheduled shift shall be paid a meal allowance of nine (\$9.00) dollars.

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

9.08 Tradesman or other skilled trades workers with one (1) or more years of seniority in the mechanical department shall receive a tool allowance as follows:

Maintenance Classifications (Skilled Licensed Trades Group), \$350.00 per year.

All other Maintenance Classifications, \$200.00 per year.

This tool allowance shall be used for the purpose of replacing broken or worn-out tools, or to purchase tools that are necessary to perform the jobs to which they are assigned.

This tool allowance shall be paid in advance in the month of January; employees who leave the service of the Company before December 31 shall reimburse the Company on a prorated basis.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 9.09 The level of laundry service for employees' working apparel shall be maintained to allow enough garments to be available as needed, including white coats, grey coats and overalls.
- 9.10 The Company will maintain the current practice of providing the employees with sharpened tools. In the event that the tools have not been sharpened, then the Company will allow the employee reasonable time for the sharpening of the tools.
- 9.11 The Company will maintain the current practice of allowing employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.

ARTICLE 10 – HOLIDAYS

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

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

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

In addition to the foregoing Holidays, the Company shall provide one (1) floating day Holiday, to be taken during the

Teamsters Local Union No. 419 and Sofina Foods Inc.

calendar year at the choice of the employee, subject to one (1) week's advance notice, provided it does not conflict with the Company's need to maintain an efficient work force. The Company will provide employees with greater than two (2) years seniority one (1) additional floating holiday to be taken during the calendar year, in accordance with this clause.

In the event the government declares an additional statutory holiday, such holiday shall replace the second floating day Holiday.

If the Statutory Holiday falls on the weekend (Saturday or Sunday) and the weekend is not a regularly scheduled shift, the Statutory Holiday will be recognized on the Monday.

- 10.02 In order to be eligible for Holiday pay, an employee must work their scheduled shift immediately prior to the Holiday, and the scheduled shift immediately following the Holiday, unless they can show reasonable cause for failing to do so, or is excused.
- 10.03 (a) Where a Statutory Holiday falls during an employee's vacation period, the employee shall receive, at the option of the employee, another day off with pay in lieu thereof at a time to be selected by mutual agreement or payment for the holiday.
- (b) Where the Holiday falls on an employee's scheduled day off and provided that the employee qualifies under Article 10.02, the Company shall

pay the employee their regular straight time at their gross hourly rate for the paid Holiday, or with the agreement of the employee, may substitute another working day for the paid Holiday. The day so substituted shall not be later than the next annual vacation of the employee and shall be deemed to be the paid Holiday.

10.04 If any of the paid Holidays are worked, they shall be paid for at two (2) times the gross rate for such hours worked in addition to pay for the Holiday.

10.05 An employee who is receiving W.S.I.B. or Weekly Indemnity benefits during the period when a statutory holiday fall shall receive only the amount of pay by which the pay for the holiday exceeds such Weekly Indemnity benefit or W.S.I.B. payment for that day. It shall be a requirement of the employee to bring their claim under this clause to the Company complete with supporting documentation.

10.06 The Company and Employees will observe two (2) minutes of silence on "Remembrance Day".

ARTICLE 11 - VACATIONS

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. The vacation year for the purposes of this article will be January 1st to December 31st.

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

Teamsters Local Union No. 419 and Sofina Foods Inc.

Length of Service at January 1st	Vacation Entitlement
Less than one (1) year	One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Eighteen (18) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks

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

11.04 Any employee who was prevented from taking their vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year shall, upon the employee giving the Company thirty (30) days written notice, if possible, receive their vacation pay not later than December 31st, on a separate cheque.

11.05 Vacation pay shall be calculated on T-4 earnings, but excluding taxable benefits, for the prior calendar year.

Teamsters Local Union No. 419 and Sofina Foods Inc.

11.06 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year except as otherwise provided in this Agreement.

11.07 All submissions for vacation shall be made in writing on forms supplied by the Company before January 15th. These applications will be processed and approved subject to seniority and operational requirements and will be posted by February 15th. These approvals cannot be changed without the consent of the affected employees. There shall be no more than 10% of the employees within each department and shift on vacation at any one time.

Submissions received after January 15th must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of request, in writing, subject to operational requirements. A holiday booking schedule will be posted at all times by department. No seniority rights shall apply after January 15th in the choosing of vacation time.

Employees wishing to take vacation from January 1st to February 15th, submissions must be in writing before November 30th. These applications will be processed and approved subject to seniority operational requirements and will be posted by December 15th.

11.08 In the event of a conflict arising between two (2) or more employees as to when they take their vacation,

the most senior employee shall have the preference subject to provision 11.07.

- 11.09 An employee who is discharged or resigns without notice shall receive, their last pay and all monies owing to them in accordance with the *Employment Standards Act*. An employee who resigns after giving one (1) week's notice shall receive vacation pay in accordance with their entitlement, that is, 4%, 6%, 8%, 10% or 12%.

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 New employees will be considered as probationary employees for the first 720 hours worked days of their employment and the discharge of any such employee shall be at the sole discretion of the Company. In the event a part-time employee, having completed the appropriate probationary period, is hired to a full-time position, any further probationary period shall be waived.

Following completion of the probationary period, an employee shall have their name placed on a seniority list and they shall have seniority dating from the date of commencement of their most recent period of employment in the bargaining unit and since which

date, there has not been loss of all seniority pursuant to 12.12 hereof.

12.03 (a) **Bumping Rights**

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee displaced in accordance with the above, or bumped shall be eligible to exercise their bumping rights. If bumping into a licensed position, the employee must provide proof of same. Lay-off procedures are described in Appendix "C" of this Agreement.

(b) **Lay-off Notice**

The Company shall attempt to give seniority employees at least one (1) week's notice of lay-off and if the period of lay-off is expected to exceed fifteen (15) consecutive weeks, the Company shall attempt to give two (2) weeks' notice of lay-off or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return of another employee whom they were replacing.

(c) Lay-off Benefits Coverage

A laid-off employee shall be provided the following benefits coverage for a period of fifteen (15) weeks following the date of lay-off:

- * Group Life and Accidental Death and Dismemberment Insurance
- * Prescription Drugs
- * Major Medical
- * Vision Care
- * Dental

The Company may, at its discretion, continue the above benefits for a period up to thirty-five (35) weeks.

- 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 If an employee is transferred from one department to another, there shall be no loss of seniority.
- 12.06 A Master seniority list and a seniority by Departmental list will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Stewards and Union office.

12.07 Temporary Recall – shall work in the following manner:

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications 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) A laid off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month.

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

12.09 Notwithstanding their seniority status, Stewards will be continued at work on their own shift as long as work is available which they are qualified and able to do. Where there is more than one Steward, the Steward's Company seniority will determine their preferential position for lay-off.

12.10 It shall be the duty of the employee to notify the Company and the Union promptly of any change of address. If the employee fails to do so, the Company

or the Union shall not be held responsible for failure of notice to reach such employee.

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

- (1) if an employee quits or retires;
- (2) if an employee is discharged;
- (3) if an employee has been absent from work for three (3) working days without notifying the Company and providing a reasonable explanation for this absence, unless the failure to notify the Company is due to circumstances beyond the employee's reasonable control;
- (4) if an employee fails to return to work promptly upon termination of an authorized leave of absence, unless the failure to return promptly is due to circumstances beyond the employee's reasonable control;
- (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 they will report for work, unless for 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 two (2) weeks 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) if a seniority employee is laid off for a period in excess of twelve (12) months;
- (7) If an employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

12.12 In the event a seniority employee is displaced from employment as a result of a closure or a permanent lay-off, the following shall apply:

- (1) For an employee with less than five (5) years seniority, one week's pay for each full year of employment;
- (2) For an employee with more than five (5) years seniority but less than eight (8) years seniority, one week's pay for every full year of employment plus one week's pay for every year and part year of employment (e.g., 7.5 years seniority would receive 7 weeks pay plus 7.5 weeks pay);

- (3) For an employee with more than eight (8) years seniority, they will receive eight (8) weeks pay plus one week's pay for every year or part year of employment to a maximum of twenty-six (26) weeks pay;
- (4) The maximum an individual employee can receive under this article is thirty-four (34) weeks pay.

ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 The Company will post all permanent job opening(s) for a period of three (3) working days. An employee awarded a position must be available to fill the vacancy within twenty (20) working days of being awarded the position. The Company will move the employee to their new position within thirty-five (35) working days. The Company must notify the employee through a posting notification within five (5) working days of being awarded the position.

13.02 When skill and ability are sufficient, seniority shall be the governing factor in filling the position(s).

Where an employee has transferred under this clause, they cannot transfer again for six (6) months unless:

- 1. for a higher classification; or
- 2. to move to a day shift.

New employees will be excluded from the job posting clause for the first six (6) months of their employment,

Teamsters Local Union No. 419 and Sofina Foods Inc.

unless for transfer to a preferred shift within the same classification.

13.03 An employee, due to their inability to perform the work required, may be returned directly by the Company to the job they held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting.

13.04 All vacancies occurring on the day shift will be posted. Afternoon and night shift vacancies resulting from filling the first two vacancies will be posted. Other vacancies will not be posted, but will be filled by the most senior employee on a departmental basis, who has the ability to perform the work, provided that the senior employee is agreeable to such transfer. Thereafter any residual vacancy may be filled by direct hire.

Going forward, the Company agrees to post the HACCP Person position in accordance with Article 13.

13.05 Permanent full-time openings may be filled for a temporary period not to exceed forty-five (45) calendar days except where otherwise agreed by the Union and the Company.

13.06 An employee, who is temporarily transferred at the request of the Company to another classification for two (2) hours or more, will receive their own rate or the rate for the other classification, whichever is the higher for the employee's entire regular shift.

Teamsters Local Union No. 419 and Sofina Foods Inc.

13.07 When the Company fills a vacancy under this clause, the name of the successful employee will be posted.

13.08 An employee on the afternoon shift or the night shift shall have the right to transfer by seniority to the day shift, ability being sufficient, for vacation replacement. The Company will, once the summer vacation schedule has been determined, identify the vacancies available and allow seniority employees to apply to transfer to the dayshift within classification. Such determination shall be dependent upon there being a sufficient number of qualified employees remaining on the shift from which they transferred to enable the Company to operate efficiently, and that the employee applying is available to cover the entire vacancy.

In the case of a vacancy on the dayshift due to a leave of absence, illness or accident of more than two (2) weeks, an employee on the afternoon shift or the night shift shall have the right to transfer by seniority, to the dayshift, ability being sufficient, providing that a sufficient number of qualified employees remain on the shift from which they transferred to enable the Company to operate efficiently.

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

13.10 Where there is a requirement for a temporary transfer or job assignment, these will be offered, within classification and shift, on a top-down seniority basis to

those employees who are available to perform the work. Where there is not an acceptance by a qualified employee, the least senior qualified employee shall be transferred, provided no qualified part-time employee is available. The intent of this clause is in no way to allow bumping within classification except as otherwise specified in this Collective Agreement.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 14.02 The Company agrees to provide up to three (3) sick days with pay each calendar year. These days can be carried from one year to another to a cumulative maximum of ten (10). This shall not include bereavement days covered by Article 14.05.
- 14.03 The Company may grant leave of absence without pay if an employee requests it in writing from the management.
- 14.04 The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Company.
- 14.05 The Company shall grant leave at the time of a bereavement as hereinafter set out and any such leave pursuant to Sub-clause 14.04(a) hereof shall

commence with the day immediately following the date of the death and any such leave pursuant to Sub-clause 14.04(b) hereof shall be any one of the three (3) consecutive working days immediately following the date of the death. The Company shall,

- (a) in the event of bereavement in the immediate family of an employee, meaning spouse, common-law partner, son, daughter, sister, brother, parent, mother-in-law and father-in-law, step-mother, step-father, step-brother or step sister, grandchild or grandparent allow that employee such time off as necessary, not to exceed four (4) consecutive working days and;
- (b) In the event an employee is bereaved of a sister-in-law, brother-in-law, and if the funeral is attended, allow one (1) working day off as necessary, and;

shall pay that employee at their gross rate, for the day or days they would otherwise have worked their regularly scheduled hours. At the request of the employee, and with the approval of management, such leave may be extended without pay to a maximum of fourteen (14) days in total.

14.06 Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will

be paid for that employee's regularly scheduled hours of work, during the period of the leave, at the employee's gross rate, minus any amount received by the employee for acting as a juror or as a Crown witness.

ARTICLE 15 – HEALTH AND WELFARE

15.01 Health and Welfare Benefits

- (a) The Company agrees to pay the premiums required to provide the Health and Welfare Benefits as set out under Schedule 1. The Company agrees to provide a copy of the Master Policy or Contract which shall be reviewed from time to time. The Company shall have the right to make arrangements for the replacement of such Master Policies or Contracts, provided the benefits are maintained.
- (b) The Company shall pay the premiums required to provide the benefit coverage on behalf of each full-time bargaining unit employee who has completed the probationary period and who has worked any part of the month. In order to be eligible for benefits, employees must be actively at work and have completed the probationary period with the Company. Each employee will be given a benefit description outlining the benefits in further detail. In the case of a dispute, the actual terms and conditions under the group master policy will prevail subject to any overriding government legislation.

(c) **Applicable Taxes**

The Company shall be responsible for any provincial and/or federal taxes that are due and payable on the premiums under this Article.

(d) **Extension of Benefits for Non-Compensable or Compensable Disability or Injury**

The Company shall continue to pay the applicable premiums for any employee who is off work due to non-compensable disability or a compensable disability or injury.

(e) **Extension of Benefits Due to Layoff**

The Company shall continue to pay the applicable premiums for any employee who is laid off. Benefits will continue for a period of fifteen (15) weeks following the date of lay-off. The Company may, at its discretion, continue the above benefits for a period up to thirty-five (35) weeks.

A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1.

15.02 If an employee is absent from work because of illness or accident, they shall not lose their seniority rights and shall also return to the position held prior to their absence, or to one of equal rating, provided they are capable of performing such duties. In the case of such absence, it shall be the duty of each employee so

Teamsters Local Union No. 419 and Sofina Foods Inc.

absent to notify the Company of the reasons for absence and how long they expect their absence will last. The employee will be further required to update the Company on their medical status whenever their medical status changes, and in any event at least once per month.

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

15.04 An employee returning from sick leave must be certified fit to perform their normal work. Such certification shall be in writing by a qualified physician before they may return to work.

15.05 The Company will not unduly request a medical examination while an employee is off because of illness or accident until they indicate that they are prepared to come back to work.

Any examination requested of an employee who is off on sick leave shall only be to determine if or when they will be able to return to work. The employee will be notified well in advance of any such request for a medical examination.

15.06 Medical Leave - when an employee suffers an injury or illness which requires their absence, they 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.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 15.07 It is required that employees on illness or accident 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.
- 15.08 The purpose of Article 15 is to ensure that early and safe return to work practices operate consistent with the Workplace Safety and Insurance Act (WSIA) and the Human Rights Code. The Company and the Union agree that they will comply with the WSIA and the Human Rights Code when accommodating employees. The Company and the Union agree to cooperate fully in implementing Early and Safe Return to Work Programs.
- 15.09 **Teamsters Defined Contribution (D.C.) Pension Plan**
- (a) The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.
- (b) Effective on the date of Ratification, the Company will contribute the amounts set out below (percentage of pensionable earnings) per month on behalf of each full-time bargaining unit employee who has completed his probationary period.

Employees hired prior to March 5, 2018

- (i) As of March 1, 2018, the Company will continue to contribute 4.7% of pensionable earnings per month on behalf of each full-time bargaining unit employee who has completed his probation.
- (ii) As of March 1, 2020 the Company will contribute 4.8% of pensionable earnings per month.
- (iii) As of March 1, 2021 the Company will contribute 4.9% of pensionable earnings per month.
- (iv) As of March 1, 2022 the Company will contribute 5% of pensionable earnings per month.
- (v) If a part-time employed is employed at ratification for the 2018 renewal collective agreement, and subsequently posts into a full-time role and becomes eligible for pension, they will fall under this section. If a part-time employee is hired on or after March 5, 2018 they will fall under the section below if they post into a full-time role and become eligible for pension.
- (vi) The Pension Formula will be calculated as follows: the base hourly rate (excluding any

applicable premiums) x percentage (%) x 173 hours per month.

Employees hired on or after March 5, 2018

- (i) The Company agrees to participate in the Teamsters defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.
 - (ii) The Company will contribute 4.0% of pensionable earnings per month on behalf of each full-time bargaining unit employee who has completed his probationary period.
 - (iii) The Pension Formula will be calculated as follows: the base hourly rate (excluding any applicable premiums) x 4% x regular hours worked to a maximum of 40 hours per week.
- (c) The Company shall forward all Pension contributions monthly, together with a list of all eligible members being reported each month within 15 days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.
 - (d) The Company agrees to provide any and all information required for the administration of the Pension Plan.
 - (e) **Extension of Benefits for Non-Compensable or Compensable Disability or Injury**

The Company shall continue pension benefits by remitting the contribution rate defined in this Collective Agreement to the designated insurance carrier for any employee who is off work due to non-compensable disability or a compensable disability or injury.

(f) Extension of Benefits Due to Layoff

The Company shall continue pension benefits by remitting the contribution rate defined in this Collective Agreement to the designated insurance carrier for any member who is laid off. Pension contributions will continue for a period of thirteen (13) weeks following the date of the lay-off.

The Company may, at its discretion, continue the Pension benefit contribution for up to thirty-five (35) weeks.

A general description of the pension, terms and conditions, for information purposes only, are described in Schedule 2.

- 15.10 The parties agree that the Union will be sent a list of all employees that are denied Short Term Disability each month. This will be sent the first week of the current month to reflect the month prior.

ARTICLE 16 – NO DISCRIMINATION

- 16.01 The Company, the Union and the Employees agree that

they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace, as well as Article 16.02.

- 16.02 The Company, the Employees and the Union shall not discriminate against employees with respect to terms and conditions of employment, in accordance with the provisions of the Human Rights Code. Disputes under the Human Rights Code will be processed through the grievance procedure under this Agreement.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 The standard work week shall consist of five (5) consecutive days of eight (8) hours each, and there shall not be any rotation of shifts. This does not constitute a guarantee of hours per day or per week. Monday will be considered the first day of the week.
- 17.02 An employee who is required to report for work on the sixth or the seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at their gross rate, or the overtime rate if applicable.
- 17.03 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of same at least two (2) hours prior to reporting.

Teamsters Local Union No. 419 and Sofina Foods Inc.

17.04 The Company will grant two (2) fifteen (15) minute rest periods without loss of pay, and a one-half (1/2) hour unpaid lunch break.

If it is contemplated that an employee is to work overtime, they shall be allowed a fifteen (15) minute rest period without loss of pay immediately following the end of their regular shift, and approximately every two (2) hours thereafter. Overtime before a scheduled shift will receive fifteen (15) minute break every two (2) hours and or before the start of that scheduled shift. It is intended that such breaks are to be coordinated with the regular break times.

Employees assigned continuous work in the freezer at the SDC will have warm up breaks as reasonably needed.

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

17.06 (a) Overtime pay will be provided at 1-1/2 times the employee's gross rate for all hours worked after forty (40) hours in a week and for all hours worked on the sixth day of the employee's regular work week. Double time (2X) the employee's gross rate will be paid for all hours worked on the seventh day of the employee's regular work week.

(b) Where a statutory holiday or a floater day falls within an employee's regular work week, the Company will include statutory hours and floater

Teamsters Local Union No. 419 and Sofina Foods Inc.

hours as part of the total regular work hours for the week.

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

17.08 a) Except as is otherwise specifically provided in Sub-Clause 17.09 (b) hereof, an employee who is required to report for work during their regular work week shall receive for the regular work week, at least forty (40) hours' pay at their gross rate, provided that they are available to perform forty (40) hours of work in such week. The weekly pay guarantee will only apply to employees with a minimum of two (2) years seniority with the Company.

b) An employee shall not be entitled to the guarantee above, where they are displaced upon the return to work of another employee whom they were replacing.

Such guarantee shall be reduced by any or all of the following:

i) For all time lost by the employee due to lateness or absence from work.

ii) For refusing to perform the work assigned, in accordance with the paragraph below:

Teamsters Local Union No. 419 and Sofina Foods Inc.

It is understood that the Company shall be free to distribute work within all departments and to transfer employees from one department to another, provided the work does not involve extreme changes in working conditions.

The weekly pay guarantee does not operate where an employee has been laid off, or in circumstances beyond the Company's control.

17.09 Overtime opportunities will be distributed equally, amongst those employees qualified to perform the work:

- (a) When the Company desires employees to work overtime, the Company shall attempt to obtain the number of employees desired by requesting employees within classification and shift, in each department, to work overtime. Overtime shall be voluntary. In the event that an insufficient number of full-time employees are available, the Company may have the work completed by whatever means it deems necessary, which may include requiring part-time employees to perform the work.
- (b) Subject to the above, overtime opportunities in the plant will be distributed among employees in the plant as follows:

DAILY OVERTIME CALL: for all hours up to four (4) hours before or after the shift, within classification and shift, in the department, on a rotation basis. Any

employee, having been requested to work overtime, shall not again be so requested until every such member of the department, on that shift, has had the opportunity to work overtime.

EXTRA SHIFTS CALL: employees shall be requested to work overtime on extra shifts on Saturday and Sunday in rotation within the department such that any employee, having been requested to work overtime, shall not again be so requested until each of all other qualified employees within the department has thereafter been requested to work overtime. Thereafter, qualified employees shall be requested to work overtime on extra shifts on Saturday and Sunday in rotation on a plant wide basis in the manner described above.

Extra shifts commencing on a Saturday will be canvassed on a separate rotation to the rotation utilized for extra shifts commencing on Sunday and separate from the daily rotation as described above.

- 17.10 The relevant overtime records will be made available to the Union Stewards. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the Company's manpower requirements and then only if they have returned to work prior to the working of such overtime. For clarity, returned to work means the employee has returned to their regular shift following a vacation, sick leave or absence and worked their regular shift.

- 17.11 An employee leaving on vacation shall be eligible for work on their regularly scheduled days off in the week before their vacation commences. They shall be ineligible for further work until they have returned from vacation and worked on their regular shift.

ARTICLE 18 – BULLETIN BOARD

- 18.01 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees.
- 18.02 The Company shall provide a bulletin board which 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 and approved by the Company will be posted on the bulletin board.

ARTICLE 19 – HEALTH AND SAFETY

- 19.01 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.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- 19.02 The Company requires that safety footwear be worn as specified in the Company's Safety Rules or HACCP Rules, as the case may be.
- 19.03 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 19.04 The Company agrees to provide warm, clean, sanitary and adequate appointments 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.
- 19.05 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Company. All such protective devices shall remain the property of the Company.
- 19.06 The Company and the Union will each appoint respective members to the Joint Health and Safety Committee. The Committee will function to identify situations that may be a source of danger or hazard to workers and make recommendations to the Company and workers for health and safety improvements for workers. If any JHSC meetings are cancelled by the Company, the JHSC members, and Union Representative or their designate must be notified with the reason and the new scheduled meeting date.

Teamsters Local Union No. 419 and Sofina Foods Inc.

19.07 The Company currently has a practice of job rotation in various departments and will maintain this approach to ensuring that sound ergonomic principles are followed.

The Union, through the Health & Safety Committee shall ensure that sound ergonomic principles are observed.

19.08 The Company and Employees will observe one (1) minute of silence on each shift in the plant and SDC on April 28th (Workers Memorial Day).

19.09 The Company will forward the minutes of the JHSC meeting to the Union Representative within one (1) calendar week following such meeting.

ARTICLE 20 – TRAINING

20.01 Employees may be offered training to gain the skills and experience necessary to enable them to be pre-qualified for potential future opportunities requiring greater skills.

20.02 All training and upgrading shall be fully paid for by the Company.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall, unless changed by mutual consent, continue in full force and effect from **March 1, 2023 until February 28, 2026** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing at least ninety

Teamsters Local Union No. 419 and Sofina Foods Inc.

(90) days immediately prior to the expiration date that it desires to amend this Agreement.

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

21.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Ratified this 4th day of March, 2023.

FOR THE UNION

Jason Sweet

Lisa Scovell

Jason Lucas

Remo Khamo

Honorio Salientes

Harjot Singh Maan

Warlito Yabes

Sukhjit Dhindsa

Joie Bembo

Rolando Yalong

Dante Senobio

Regie Guia

Derek Leitch

Helen Randall

/jq

FOR THE EMPLOYER

Christopher Markwood

Mark Diker

Tayyab Khan

Lenox Gopiechand

Carole Anderson

Caroline Manuel

Matthew Cameron

Robert Kirby

LETTER OF UNDERSTANDING #1
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: End of Shift Procedures

1. No employee is to leave their work station to punch out prior to five minutes before the end of any scheduled shift.
2. When the work and tidying up of an employee is completed, no sooner than five minutes before the end of any scheduled shift, they may punch out.
3. Production lines will operate so that the product reaches the last person on the line no later than five minutes before the end of any scheduled shift to allow them to complete the work by that time.
4. When an employee on a line completes their work prior to five minutes before the end of their scheduled shift they are expected to assist, if required, with cleaning and tidying the rest of the line.
5. Employees are expected to clean and tidy, as required, during their shift.
6. Employees clean and tidy up as a department and punch out as a department.
7. Service persons are expected to assist with the clean-up and tidy up.

Teamsters Local Union No. 419 and Sofina Foods Inc.

8. The employer reserves the right to discipline employees who do not adhere to the terms of this Letter of Understanding and the union reserves all rights under the collective agreement to contest any such discipline.

Agreed and ratified on March 4, 2023.

LETTER OF UNDERSTANDING #2
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: Advance payment of accrued vacation pay

An employee who is entitled to three or more weeks of vacation may, once all their vacation is scheduled, and once per year, request payment of one week of vacation pay in advance of their scheduled vacation on the following conditions:

Scheduled vacations cannot be cancelled during the following periods:

1. March Break;
2. Between June 1st and Labour Day
3. Between December 15 and December 31

Any scheduled vacations that are cancelled cannot be booked by another employee. Requests for an advance in accrued vacation pay should be made in writing to the Supervisor at least two pay periods prior to pay day.

Agreed and ratified on March 4, 2023.

LETTER OF UNDERSTANDING #3
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: Shortage of Work

Employees will be moved outside of their classification for shortages of work or line shutdowns by seniority.

Agreed and ratified on March 4, 2023.

LETTER OF UNDERSTANDING #4
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: Training

Employees will be trained by a qualified trainer for no more than a month unless the parties agree in writing, and such agreement will not be unreasonably denied.

Agreed and ratified on March 4, 2023.

LETTER OF UNDERSTANDING #5
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: Boots

During the life of the collective agreement, any sanitation employees who wish to participate in a boot pilot project will have their boots supplied rather than received the boot allowance. This is being done in an effort to find a chemically resistant boot that will last a year.

Agreed and ratified on March 4, 2023.

LETTER OF UNDERSTANDING #6
BETWEEN
TEAMSTERS LOCAL UNION NO. 419
AND
SOFINA FOODS INC.

Re: Job Evaluation

The Company will agree to complete a market analysis on the Skilled (Licensed) Trades and the SDC (Shipping Material Handler) within forty-five (45) days of the ratification.

Agreed and ratified on March 4, 2023.

APPENDIX "A"

- A-1 For the purpose of this clause, part-time employees, casual employees and students shall all have the same meaning when either term is used, and will not work on the day shift except in cases of replacement of less than two weeks or otherwise provided in the Agreement such as Article 13.
- A-2 Part-time employees who work more than twenty-four (24) hours in a month shall be required as a condition of employment to pay an amount equal to the monthly union dues, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
- A-3 Part-time employees hired by the Company shall be considered as probationary employees until they have completed seven hundred and twenty (720) hours worked, during which time they may be discharged or disciplined for any reason with the Company's discretion. The Company may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the seven-hundred and twenty (720) hours worked, the employee shall be placed on the part-time seniority list as of the date of the commencement of their probationary period.
- A-4 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-5 Seniority for part time employees shall be for the purpose of being scheduled for work and to be hired for a full-time position.

Teamsters Local Union No. 419 and Sofina Foods Inc.

- A-6 A steward will be present in any formal meeting between a part-time employee and the Company, where the matter to be discussed is to become part of the employee's performance record.
- A-7 Part-time employees will work within the scheduled shifts and will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) their hourly rate of pay.
- A-8 Part-time employees shall not be used while full-time bargaining unit employees are on lay-off until said full-time employees are first offered recall to work or for the available hours of work, in accordance with clause 12.07. At all times, full-time employees will be given preference.
- A-9 Part-time employees will only work overtime after all qualified full-time employees within the shift have been offered the overtime opportunity first.
- A-10 The purpose of part-time employees is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignment. The part-time employees shall not be used in such a manner that will cause the lay-off of a seniority employee.
- A-11 Part-time employees will:
- (a) Be granted rest periods as set out in Article 17.04 of this agreement.
 - (b) Receive vacation pay as determined under the Employment Standards Act.
 - (c) Receive the paid holidays listed in Article 10.01 and be paid a rate for work performed on a holiday as

Teamsters Local Union No. 419 and Sofina Foods Inc.

determined by the Employment Standards Act. With respect to the floater, part-time employees will be eligible for the second floater after two years' service. If a part-time employee becomes eligible for two floaters, and subsequently moves to a full-time role, they will keep their two floaters.

- (d) Be entitled to the shift premium on the same basis as is applicable to an employee covered under Article 9.01(b) of this Agreement.
- (e) Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.

A-12 Part-time employees will be paid the same wage as a full-time employee performing the same job.

For the period April 1st to September 30th and December 1st to December 31st, the Company may hire "students" and the "students" shall be paid at a rate of eighty per cent (80%) of the rate of the classification in which they are working. Students shall not accumulate seniority.

A-13 Whenever forty (40) hours of work per week shall be regularly available to an individual part-time employee for four (4) consecutive weeks a new full-time position will be created. The newly created position will be posted in accordance with Article 13. This clause shall not apply in the case where the work being performed is due to absence, vacation, job posting(s) or is seasonal in nature.

APPENDIX "B"

**JOINT LABOUR/MANAGEMENT CONSULTATION
MEETINGS**

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

There will be two separate Labour Management Meetings, one for the Sofina Distribution Centre (SDC) and one for the East Drive Location. The parties agree that Labour Management Meetings will be held at SDC for the SDC and one at the Union Hall for East Drive.

2. Structure of Committee:

For the Company

Management (up to the number of stewards)

Guests

For the Union

(Stewards (to a maximum of ten (10) for East Drive) and three (3) for SDC

Business Agent (or designate)

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Furthermore, matters of Occupational Health & Safety should not be discussed or actioned in Labour Management but rather in the Joint Occupational Health & Safety Committee Meetings. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. Agenda:

The co-chairs will, seven (7) days prior to each meeting exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Company. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

7. Chair Responsibility:

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

APPENDIX "C"

When the Company decides that a layoff will occur, a discussion with the union will take place to determine whether the Temporary or Permanent layoff/recall/bump process will be followed.

Temporary Layoff/Recall/Bump Process

For a layoff that is expected to be less than 15 weeks in duration, the following process will be followed:

1. The Company will identify the number of positions affected by the layoff and their job titles.
2. When the number of "surplus" positions is identified, the corresponding number of junior employees on the seniority list will be automatically laid off provided that the skill and ability of the remaining employees is sufficient to perform their jobs.
3. In seniority order, those employees whose positions were declared "surplus" will have the opportunity to exercise one of the following bumping options provided their skill and ability is sufficient to perform the job, excluding maintenance and skilled trades classifications as per Article 12.03 (a):
 - (i) Bump the least senior employee, for which they have the skill and ability, on the shift of their choice
 - (ii) Bump into one of the junior employees' positions that were laid off. Employees that do not want to exercise their bumping rights as outlined above, may accept the layoff.

Teamsters Local Union No. 419 and Sofina Foods Inc.

4. Recalls will occur in seniority order by job title. Employees must return to their original position before the layoff. An exception to this will occur if the employee has accepted a job posting (as outlined in Article 13 – Job Postings).
5. Employees that have been forced to “bump” will not be deemed to have “transferred” and will be eligible to apply for jobs under Article 13. Employees that are laid off (and did not voluntarily choose this option) with greater than six (6) months of service will be eligible to apply for positions under Article 13 even if they posted into a position within the last six (6) months.
6. If a vacancy arises and there are no employees on lay-off from that job title and department to be recalled, the job posting procedure under Article 13 will be followed. If the vacancy is not filled through the job posting process, the vacancy will be offered on a seniority basis to the employees on lay-off.
7. If the Company has an opening that has been offered to all remaining employees on lay-off, the least senior employee on lay-off will be assigned to the position. If this employee refuses to return to work, their status with the Company will be reviewed under Article 12.11 unless the work offered was of a temporary nature, defined as continuous period of two (2) weeks or less (Article 12.11(5)).
8. If a temporary lay-off exceeds 15 weeks in duration and becomes a permanent lay-off, the affected employees

would be given the option to follow the permanent lay-off/recall/bump process.

Permanent Lay-off/Recall/Bump Process

For a lay-off that is expected to exceed 15 weeks in duration or when a position is being eliminated, the following process will occur:

9. The Company will identify the number of positions affected by the lay-off and their job titles.
10. When the number of "surplus" positions is identified, the corresponding number of junior employees on the seniority list will be automatically laid off provided that the skill and ability of the remaining employees is sufficient to perform their job.
11. In seniority order, the remaining employees whose positions were declared "surplus" will have the opportunity to exercise one of the following options:
 - (i) Bump any employee excluding maintenance and skilled trades classifications as per Article 12.03 (a) that has less seniority provided their skill and ability is sufficient to perform the job; employees will be given a two (2) week familiarization period in the new position; if deemed by the Company to be unable to perform the job within this time frame the employee will bump the junior employee in the plant. The position they are leaving will be posted as per the job posting procedure in Article 13.

- (ii) Accept the lay-off.
- 12. Employees will not have recall rights to their original positions. Employees that have been forced to “bump” will not be deemed to have “transferred” under Article 13 and will be eligible to apply for openings in the Company.
- 13. Employees that are on lay-off (not working) will be eligible to apply for internal job postings.
- 14. After the job posting process is complete, and a vacancy still results, the job will be offered by seniority to the employees on lay-off. If all employees on lay-off refuse the position, the least senior employee on lay-off will be assigned to the position. If this employee refuses to return to work, their status with the Company will be reviewed under Article 12.11 unless the work offered was of a temporary nature, defined as a continuous period of two (2) weeks or less (Article 12.11(5)).
- 15. As per Article 12.11 (6) seniority employees have recall rights for a period of twelve (12) months.

SCHEDULE 1

HEALTH & WELFARE PLAN

The Company agrees to pay the premium for the Health and Welfare Plan referred to in the agreement which provides the following benefits to all eligible employees with seniority in accordance with the rules and regulations of the carrier.

Benefits for Full Time Bargaining Unit Employees

LIFE INSURANCE: All Active Employees are covered for two times basic annual earnings rounded to the next higher \$1,000. Coverage reduces by 50% at age 65 and terminates at age 70 or retirement, if earlier.

ACCIDENTAL DEATH AND DISMEMBERMENT: An additional amount equal to the Life Insurance. In addition, a percentage of the principal sum is payable for the accidental loss of limbs etc. in accordance with the schedule of losses as set out in the master policy.

DEPENDENTS' LIFE INSURANCE: Life Insurance of \$5,000 is provided for your eligible Spouse. Each eligible child (from 24 hours of age) is covered for \$2,500 of Life insurance. Dependents' Life coverage terminates when the employee's insurance coverage terminates.

EMPLOYEE SHORT-TERM DISABILITY INCOME

INSURANCE: All eligible active employees are covered for 70% of weekly earnings rounded to the next higher dollar, up to the E.I. benefit maximum at start of disability. The waiting period is 0

days for an accident, 3 days for an illness (payable from the 4th day), however benefits are payable from the 1st day if you are hospitalized for at least 18 hours. Benefits are paid to a maximum of 37 weeks. This benefit terminates on your 65th birthday or the day you retire, if earlier.

EMPLOYEE LONG-TERM DISABILITY INCOME INSURANCE:

All eligible active employees are covered for \$1000 per month. Benefits are offset by the amounts you receive under WSIB only. The waiting period is 37 weeks from the date of disability. The benefit is payable for 2 years but not beyond age 65. There is an all-source maximum which is 85% of your gross pre-disability earnings.

Benefits for Active Employees and Eligible Dependents

Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

EXTENDED HEALTH CARE PLAN: Eligible expenses are covered at 100%. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan, including WSIB. **THERE IS NO COVERAGE FOR SEMI-PRIVATE HOSPITALIZATION IN CANADA.**

PRESCRIPTION DRUG PLAN: Eligible prescription drugs are covered at 100%. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes. Such drugs and medicines must be obtainable only by prescription from a person

Teamsters Local Union No. 419 and Sofina Foods Inc.

entitled by law to prescribe them and dispensed by a licensed pharmacist, physician or other health care practitioner authorized

by provincial legislation to dispense them. The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee of \$7.00 is payable for every 90 days' supply of maintenance medications. Each Employee will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay direct Drug Card for the Managed Health Care Drug Plan. This pay direct drug card will enable you and your dependents to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the Plan Document.

Health Practitioners charges, including x-ray charges, by any of the following practitioners who are registered and legally practising within the scope of their professions, up to a maximum of \$1,500 per calendar year per family for all practitioners combined:

- a chiropractor, chiropodist/podiatrist, osteopath, naturopath, or occupational therapist; or
- registered massage therapist; a clinical psychologist, physiotherapist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.

Teamsters Local Union No. 419 and Sofina Foods Inc.

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

Orthopedic Shoes/Orthotics – combined maximum of \$550 every two (2) calendar years. To be covered under the Plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist and chiropodist, specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropodist, pedorthist or orthotist and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, symptoms and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Insurance Carrier for confirmation prior to the purchase.

Durable medical equipment and supplies, artificial limbs, eyes, back and neck braces, breast prostheses

Support Hose and Surgical Stockings are covered up to a maximum of 2 pairs per year. To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided they have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition as determined by the Insurance Carrier.

Hearing Aids \$350 every 5 calendar years.

Out-of-Hospital Nursing charges for private duty nursing care to a maximum of \$25,000 every 3 years, by a registered nurse (R.N.), licensed practical nurse (L.P.N.), or a registered nursing assistant (R.N.A.) who:

- is not a member of your family; and.
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of a nurse.

Vision Care Benefit: Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sunglasses or safety glasses of any kind are excluded.

Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$200.00 for persons under age 18, or \$200.00 in any 24-month period. The maximum payable for persons over age 18 will be \$300 in any 24-month period. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime. Eye examinations are covered for individual over age 20, but younger than age 65, up to a maximum of \$80 every 24 months.

The lifetime maximum for the Extended Health Care coverage is \$1,000,000 per covered person.

SUMMARY OF DENTAL BENEFITS

Dental Benefits for Full Time Bargaining Unit Employees

DENTAL BENEFITS: The Plan provides dental benefits up to the current year's Ontario Dental Association (ODA) suggested fee guide.

Percentage Payable

For Employees covered under the Plan as of February 1, 2008:

Basic Dental Services are covered at 100%

Major Dental Services are covered at 80%

Benefit Maximum: A combined Basic and Major Services maximum of \$2,000 per calendar year per covered person

For Employees hired after February 1, 2008:

Basic Dental Services are covered at 100%

Major Dental Services are covered at 80%

Orthodontics for dependent children only covered at 50%

(If you are hired after February 1, 2008, your dependent children will not be eligible for Orthodontic coverage until you have completed four years of continuous employment)

Basic and Major Services Combined Maximum as follows:

<u>Based on Years of Service</u>	<u>Per Covered Person</u>
First year	\$750 per calendar year
Second year	\$1,000 per calendar year
Third year	\$1,500 per calendar year
Fourth and subsequent years	\$2,000 per calendar year

Orthodontics Lifetime Maximum: \$2,000 per covered child. Full details of eligible orthodontic services and exclusions are outlined in the Plan Document. Coverage terminates at retirement.

Covered Charges

Covered charges are the charges for needed dental care, services or supplies, as described below and received while the person is covered, for either a disease or injury that is non-occupational.

Basic Dental Services

Charges up to the benefit maximum for:

- Oral exams, including scaling and cleaning of teeth, but not more than once every 6 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);

Teamsters Local Union No. 419 and Sofina Foods Inc.

- Topical applications of sodium or stannous fluoride but not more than one application every 6 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining or rebasing of dentures;
- Repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards;
- Endodontic treatment, including root canal therapy.

Major Dental Services

Charges up to the benefit maximum for:

Dentures:

- First installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Replacement of an existing partial or full removable dentures, if it;
- was installed at least 5 years before and cannot be made serviceable; or
- is a temporary full denture which replaces one or more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within one year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is covered.

Crowns and Bridgework

- Inlays, onlays, gold fillings and crowns;

Teamsters Local Union No. 419 and Sofina Foods Inc.

- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was covered;
- Replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable; and

Addition of teeth to an existing fixed bridgework, if required to replace one or more natural teeth extracted while the person is covered.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Insurance Carrier for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

EMERGENCY OUT-OF-COUNTRY BENEFITS: 100% for emergency medical, doctors' fees, hospital charges etc. over and above OHIP. There is a \$5,000,000 lifetime maximum for each covered person. Trips are limited to a maximum of 45 consecutive

Teamsters Local Union No. 419 and Sofina Foods Inc.

days. This coverage terminates at age 75. The coverage is outlined in the policy.

Note

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, please contact the Plan administrator, Sofina Foods Inc.

SCHEDULE 2

SUMMARY OF PENSION PLAN

PENSION PLAN:

The Teamsters Pension Plan was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the employer(s) and the union except that the union is the plan sponsor.

RESPONSIBILITY:

THE UNION: As the Plan sponsor, the Union is responsible to negotiate the contribution rates under the Collective Agreement and to select the Insurance Carrier. From time to time the Union will survey the Insurance Carriers in the marketplace to ensure that the rates are very competitive and to secure the best deal possible for the Pension Plan Members at NO COST to the Plan Members.

THE COMPANY: The company is only responsible for, and its' liability is limited to, remitting the contribution rates and providing the pertinent information to the designated insurance carrier required to administer the Pension Plan as specified under Article 15.09 (b) and (d) respectively.

PENSION PLAN MEMBER: The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to them through the Insurance Carrier, or others of their choice, to enable them to make the best decisions for themselves in

choosing from the available investment vehicles in order to maximize their retirement income.

Note: The Union utilizes the services of an insurance carrier to provide the custodial services and investment funds that each individual member selects according to their investment profile and time horizon.

Money Purchase or Defined contribution Plan:

Under this arrangement contributions as specified herein are directed to individual Members' Accounts. Each member will have an individual account set up with the Insurance carrier. It is similar to an RRSP except that an annuity (monthly pension) or Life Income Fund (LIF) must be purchased to provide for a monthly pension income at retirement. Members' Accounts are administered as follows:

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Members Account and invested by (a) professional investment manager(s) as selected by each member.
- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

The Fund investments include guaranteed investment certificates (GIC), money market securities, bonds and equities funds. Each member will have the opportunity to consult with the Insurance carrier's licensed Financial Consultant and select the investment fund(s) that best suit their investment risk profile and time horizon. Members will have the opportunity to change investment fund(s) as required by notifying the Insurance carrier.

Vesting:

A member is entitled to the value of their Member's Account immediately upon becoming a Member of the Plan. After 2 years of Plan membership, the Member's Account is locked-in and must be used to provide a monthly pension. No benefits are paid until a member terminates employment, retires or dies.

Retirement:

Under this Plan the "Normal Retirement Age" is 65, however, early retirement is available from age 55. Upon retirement a monthly pension benefit (annuity) or LIF is purchased using the full value of Member's Account at the time of retirement.

Termination:

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a deferred pension (or if at

Teamsters Local Union No. 419 and Sofina Foods Inc.

least age 55 an immediate pension) using the full value of their Member's Account; or to transfer the full value of Member's Account to a locked-in RRSP, another registered Pension Plan (or a Life Income Fund, if applicable).

If a Member is not locked-in when they leave the Plan, the Member will receive a lump sum payment equal to their Member's Account.

Pre-Retirement/death:

In the event of death, the member's Spouse or, if no Spouse, the member's beneficiary will be entitled to the full value of the Member's Account. The type of benefit varies if the entitlement is payable to a Spouse. It is also dependent on the member's age at the date of death.

This is a brief summary only. The above does not create or confer any contractual or other rights. A member's pension rights are governed by the Rules and Regulations of the Pension Plan.

A benefit plan summary (booklet) will be provided by the insurance carrier.

SCHEDULE 3 – Classifications

		Wage Group
<u>Cured Meats</u>	General Labourer	B
	Multivac/Double Clipper Operator	A
	Injector/Massage Operator	A
	Cooked Ham System Operator	A
	Formulator	A
	Service Person	A
<u>Smoked Meat</u>	General Labourer	B
	Smoke Deluge Operator	B
	Grind Operator	A
	Stuffer Operator	A
	Formulator	A
<u>Bacon</u>	General Labourer	B
	Service Person	A
	Bacon Room Press Operator	A
	Bacon Grader	A
	Bacon Tree Wash	B
	Bacon Cooler Service	A
	Sure Meat Scale	B
	Chiller Operator	A
<u>Belly Pump</u>	General Labourer	A
	Belly Pump Room Operator	A
	Injector Operator Service Person	A
<u>High Pressure Processing</u>	Service Person	A
	General Labourer	B
<u>Sanitation</u>	Sanitation Operator	A

Teamsters Local Union No. 419 and Sofina Foods Inc.

<u>Plant Services</u>	Plant Utility Person	B
	Plant Services Person (Material Handler)	A
	Plant Services Compactor	A
<u>Smokehouse</u>	Smokehouse Operator	A
<u>Finished Goods</u> <u>Packaging AM/PM</u>	Packaging Line Operator	B
	Freezer Person	A
	Scale Operator	B
	Slicer Operator	A
	Service Person	A
	HAACP	A
	Chiller Operator	A
<u>Shipping/Receiving/ General Palletizing</u>	Palletizer	B
	Scanner	B
	Loop Service Person	A
	Shipper	A
	Receiver	A
<u>Floater</u>	Pre-Operation Set up	A
<u>Defrost</u>	Defrost Operator	B

Schedule 3 - Continued

Maintenance

Job Title	Requirements
Electrician – Licensed	Electrician as licensed by the province of Ontario. Performs repairs and troubleshooting on all electrical and electromechanical related devices.
Skilled Trades	Millwright, Refrigeration Mechanic, Gas Fitter, Plumber, Operating engineer – Licensed Must hold relevant certification or equivalent as defined by the company.
Production Mechanic	Skill requirements as in any of the trades, license not required.
General Mechanic	Skills required in fabrication, welding, equipment installation and general repair.

The Company will set the criteria for purposes of determining equivalency as set out under the above Skilled Trades requirements. Employees classified as Production Mechanics will be eligible to apply for equivalency under this provision.

If the Company goes to market with the benefits contained in this collective agreement, the Teamsters benefit provider may submit a bid.

2023

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2024

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2025

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2026

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

President: Jason Sweet

Office: (905) 670-4190 x222

Fax: (905) 670-4957

Cell: 416-819-5923

Email: jason@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

**Respect
Is a
Teamster
Contract**



Follow us on Social Media...