



**Collective Agreement**

**Between**

**Teamsters Local Union No. 419**

(hereinafter referred to as the "Union")

**And**

**Sysco Food Services of Central Ontario**

(hereinafter referred to as the "Company")

**March 19, 2022 to March 18, 2027**



# IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

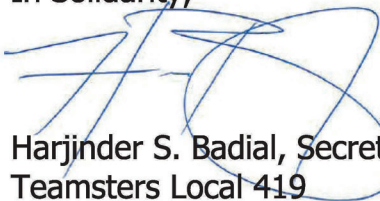
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer  
Teamsters Local 419

# LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of  
Sysco Food Services of Central Ontario**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

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

## STAFF

<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Accounting</b>	<b>RANEM DHALIWAL</b>
<b>Admin. Support/Dues</b>	<b>KAREN CANN</b>



***“In Solidarity We Rise”***

# Teamsters Historical Overview



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

**Teamsters Canada  
130,000 Members**

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

# Teamsters Canada

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

*Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.*

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



Members in each Province:

British Columbia – 30,000

Alberta – 8,000

Saskatchewan – 1,000

Manitoba – 2,000

Ontario – 44,000

Quebec – 41,000

Newfoundland – 1,000

Nova Scotia and New Brunswick – 2,000

# Teamsters Canada

<b>TEAMSTERS CANADA SERVICES</b>	<b>UNION SERVICES</b>
<ul style="list-style-type: none"> <li>- Research</li> <li>- Governmental Affairs</li> <li>- Education</li> <li>- Communications</li> <li>- Recruiting</li> <li>- Out-of-work Benefits</li> <li>- Health and Safety</li> <li>- Human Services</li> </ul>	<ul style="list-style-type: none"> <li>- Negotiation/Collective Bargaining</li> <li>- Grievance and Arbitration Procedure</li> <li>- Health and Welfare Program</li> <li>- Pension Plan Program</li> <li>- Job Security</li> <li>- Legal Assistance</li> <li>- Political Action</li> <li>- Governmental Representation</li> <li>- Workplace Safety and Insurance Board Advocacy</li> <li>- Human Relations</li> <li>- Education</li> <li>- Research</li> <li>- Members Scholarship</li> <li>- Health and Safety Program</li> <li>- Union Publication</li> <li>- Communications</li> <li>- Credit Card Program</li> <li>- Public Campaign</li> <li>- Charity Sponsorship</li> <li>- Retirees Program</li> <li>- Recruiting</li> <li>- Out-of-Work Benefits</li> <li>- Accounting System (TITAN)</li> </ul>
<p style="text-align: center;"><b>TRADE DIVISIONS</b></p> <ul style="list-style-type: none"> <li>- Brewery, soft Drink</li> <li>- Construction</li> <li>- Dairy and Bakery</li> <li>- Warehouse</li> <li>- Movie and Trade Union</li> <li>- Chemical and Energy</li> <li>- Printing and Newspaper</li> <li>- Industrial Trades</li> <li>- Courier</li> <li>- Freight and Cartage</li> <li>- Airline</li> <li>- Rail</li> <li>- Armoured Cars</li> <li>- Healthcare</li> </ul> <p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	

## WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

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



## **WHO IS YOUR UNION STEWARD?**

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

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

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

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

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

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

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

## **Interviews or Investigations**

### **As a Teamster Member,**

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

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

**1) Demand union representation:**

Ask for Union representation before the interview.

**2) Refuse to proceed without union representation:**

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

**3) Union representation is a fundamental right:**

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

### **What should you say:**

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

### **This is what your Steward can do for you:**

Union representatives when summoned to the interview will:

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

# **OCCUPATIONAL HEALTH & SAFETY LAW**



# **THE OCCUPATIONAL HEALTH AND SAFETY ACT**

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

## **Employer's Duties**

Among other things the employer must:

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

## **Supervisor's Duties**

The Supervisor must:

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

## **Workers' Obligations**

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

## **Workers may not:**

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

## **The Right to Refuse Unsafe Work**

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

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

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

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

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

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

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious relations; to provide a satisfactory procedure for the final and binding settlement of grievances arising out of this Agreement; and to set forth those working conditions that have been negotiated.
- 1.02 This Agreement sets forth the entire Agreement on rates of pay, other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both the Union and the Employer chairs of the bargaining committees.

## **ARTICLE 2 SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer in the Township of North Monaghan, Ontario, and resident drivers who do not work at the above-listed location but who deliver product that is distributed from the warehouse located at 65 Elmdale Road, save and except office staff, sales staff, supervisors, persons above the rank of supervisor, meat inspector, quality assurance, inventory control.
- 2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.



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 to deprive them of overtime 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, customer service is in jeopardy.

2.04 Work performed by members of the bargaining unit will not be contracted out, except where the employer has to react in cases of staff shortage. In any case, such situations shall not exceed thirty (30) calendar days. Furthermore the Employer and the Union will meet to discuss any extraordinary circumstances that might require the need for contracting out. In the event of disagreement, either party may resort to the grievance and arbitration procedures.

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

2.06 Part-time employees shall be covered by this Collective Agreement only as specifically set out in appendix "A" to this Agreement.

### **ARTICLE 3 RESERVATIONS TO MANAGEMENT**

- 3.01 The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and its employees, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the Employer.
- 3.02 In the event that the Employer exercises any of the aforementioned rights contrary to any article or clause of this Agreement an employee injured thereby shall have the right to file a grievance.

### **ARTICLE 4 UNION SECURITY**

- 4.01 It shall be a condition of employment for employees covered by this Collective Bargaining Agreement at the time of ratification to become and/or maintain their Union membership in good standing with Teamsters Local 419.
- 4.02 All new employees who perform work covered by this Collective Bargaining Agreement shall make application for Union membership on cards supplied by the Union. The Employer will forward to the Union Office the new employee(s) membership card(s) as soon as possible after his/her start date or with the first dues remittance.
- 4.03 The Employer agrees to deduct monthly, from the first pay cheque of each month for each employee, the

regular monthly Union dues, initiation fees and assessments uniformly required of all members, as are authorized by the Union's constitution and by-laws, and certified from time to time in writing by the Union.

4.04 The Employer agrees to remit the total amount so deducted by cheque payable to the Secretary-Treasurer of the Union not later than the 20<sup>th</sup> day of the current month in which the dues are deducted. The dues cheque shall be accompanied by a statement showing in alphabetical order the name of each employee from whose pay deductions have been made and the total amount deducted for the month.

4.05 The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Employer by letter of any change in the amount of Union dues and such notification shall be the Employer's authorization to make deductions specified.

(a) All monthly dues for members to be submitted with current address (as provided by the employee), postal code and Social Insurance Number.

(b) Monthly:

1. New members to be listed in alphabetical order with current address (as provided by

the employee), postal code, Social Insurance Number.

2. Terminations or resignations to be clearly identified with name, current address (as provided by the employee), postal code, Social Insurance Number and date of termination or resignation.

4.06 The Employer agrees to record on each employee's Tax T-4 Statement the total Union dues paid by that employee in that year.

4.07 The Union agrees to indemnify the Employer and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

## **ARTICLE 5 UNION REPRESENTATION**

5.01 The Union may appoint or elect, and the Employer shall recognize the following

stewards for the Transportation and Warehouse departments:

### Peterborough Warehouse

- Maintenance, Refrigeration 1
- Peterborough Warehouse 4 [2 (days) and 2 (nights)]

For the purpose of Resident Yard driver stewards, the province shall be divided geographically into three (3) areas:

South	2 Stewards	Peterborough, Oshawa
South	1 Steward	Belleville, Kingston
North	2 Stewards	Bracebridge, North Bay, Timmins, Sudbury, Cochrane, Espanola, Thessalon

In the event that a yard is moved, relocated, eliminated or a new yard added, this list will be amended from time to time to reflect such change and in accordance with Letter of Understanding No. 2 herein.

5.02 The Union shall advise the Employer in writing of the names of the Stewards, and Alternate 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 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. When a Steward is required to spend time outside their regular scheduled working hours, Stewards will be paid at the overtime rate.

- 5.04 An authorized representative of the Union shall have access to the Employer's establishment when in the accompaniment of an authorized official of the Employer during working hours for the purpose of adjusting disputes, provided that the permission of the Employer is obtained beforehand, such permission not to be unreasonably withheld.
- 5.05 The Employer shall pay, at their regular hourly rate of pay, a maximum of twelve (12) employees on the Union negotiating committee for time spent during their regular working hours negotiating the renewal of this Agreement with the Employer. By mutual agreement between the Employer and the Union, the Union may have additional committee members however; any lost hours of work for said employees shall not be at the expense of the Employer.
- 5.06 The Employer agrees to recognize any employees, selected by the Union stewards, to act as alternate Stewards, in the event that the Steward is absent from work. However, in the event neither the steward nor the alternate are available, or the employee's choice of another employee in the facility or for employee(s) working in a domicile another employee present at that domicile or, in the event the employee has no preference the most senior employee in the building or at the particular domicile will be used.
- 5.07 New Employees will have an opportunity to meet with Union Steward for fifteen (15) minutes during his orientation period.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

- 6.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he/she has first given the Employer the opportunity to adjust his/her complaint by advising his/her supervisor of his/her complaint. This shall form Step 1 of the grievance procedure.
- 6.02 For the purpose of facilitating meaningful discussion, the grievance form will briefly summarize the facts upon which the Union relies and the Articles of the Collective Bargaining Agreement alleged to have been violated. The Employer agrees that the Union will not be prevented from raising at a subsequent step or in arbitration any additional Article in the Collective Agreement, which was omitted by oversight, provided the original intent of the grievance is not changed.
- 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 thirty (30) calendar days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

#### 6.04 STEP TWO

Within ten (10) calendar days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Operations Manager, or a person or persons designated by him/her to handle such matters at Step Two. The Operations Manager or his/her designate shall schedule a meeting to be held within ten (10) calendar days from the time when such grievance was presented to him/her, or his/her designate.

At the Step Two meeting, the employee shall be accompanied by his/her Steward, and the Manager, or his/her designate, may be accompanied by officials of the Employer. The business Representative of the Union shall be present at the meeting. The Operations Manager, or his/her designate, shall give a decision in writing on behalf of the Employer within ten (10) calendar days immediately following the date of such meeting. The grievance meeting may be conducted by telephone when mutually agreed by both the Company and the Union.

6.05 A Union policy grievance or a group grievance may be submitted at Step 2 to the Employer, as the case may be, within thirty (30) calendar days from the time that the circumstance giving rise to the grievance, and the grievance procedure shall apply, to the Union policy or group grievance. A Union policy grievance shall not be used by the Union to process a grievance directly affecting the employee(s) which grievance an employee could institute, and the regular procedure for an



employee's grievance shall not be by-passed. A Union group grievance shall only be used to process a grievance where the facts supporting the grievance are the same for all employees within the group.

6.06 Any grievance which arises directly between the Employer 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 thirty (30) calendar days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his/her designate, shall schedule a meeting between the parties to be held within thirty (30) 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 thirty (30) calendar days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

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

6.08 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the time specified. The parties may extend the time limits in the grievance procedure by mutual agreement. Such extensions must be confirmed

in writing. 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.

- 6.09 If the Employer suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days of having completed its investigation and such investigation shall be paid & completed within fifteen (15) calendar days of the incident, giving the reasons for such discharge or suspension. In the case of extenuating circumstances, the Employer will advise the employee and the Steward when additional time is needed. Copies to be forwarded to the Union Office.
- 6.10 If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within ten (10) calendar days after notice has been given to the employee and the Steward. If a suspension is grieved, the Employer may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.
- 6.11 If an employee is discharged, such discharge will take effect immediately, except such that the employee shall be given the right to a ten (10) minute interview with his/her Steward, then said employee will immediately leave the premises.

6.12 A Steward or, in the absence of the Steward, an alternate Steward, shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions, discharges or where the matter discussed is to become part of the employee's record(s) which shall include, investigations, and records of conversations. For greater clarity, the Company will only administer discipline at a meeting face-to-face or, by telephone when mutually agreed to by the Company and the Steward, with the employee concerned, and a Steward, or in the absence of the Steward, an alternate Steward, present, or by telephone when mutually agreed to by the Company and the Union Steward, failing which, the discipline shall be deemed null and void.

A Steward in any Department and on any Shift shall be permitted to attend a disciplinary meeting involving an employee in his/her Department and on his/her shift, even though the meeting may be held during a different shift. Such Steward shall be paid for time so spent at his/her hourly rate.

6.13 Any action or decision in respect of any employee shall not be based on any disciplinary or counselling document in his/her record which has been on file for more than eighteen (18) months. At which time discipline will be removed from the file.

6.14 Company will provide access to necessary technology required to facilitate grievance meetings when in-person meeting cannot be conducted due to health and safety protocols.

## **ARTICLE 7 ARBITRATION**

7.01 If the grievance is not resolved at Step 2 of the grievance procedure contained within Article 6 of this Agreement, the grieving party may refer the grievance to arbitration by giving notice in writing to the other party within thirty (30) calendar days after receipt of the Step 2 response, but not thereafter. If the request for arbitration is not given within the thirty (30) calendar day period, the decision at step 2 shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn without prejudice.

7.02 After the notice to arbitrate has been given, but before an arbitrator has been selected, the parties may mutually agree to extend the time for selecting an arbitrator in order for the parties to engage the services of a grievance settlement officer to assist the parties in resolving the dispute. The cost of the grievance settlement officer shall be shared equally between the parties. If the grievance settlement officer is unable to settle the dispute, then the parties will proceed to select an arbitrator under the terms of this Agreement. A grievance which has been referred to an arbitrator, who shall be selected by the Employer and the Union within thirty (30) calendar days from the receipt of the notice to arbitrate or the meeting of the grievance settlement officer as the case may be. If the Employer and the Union are unable to agree on a sole arbitrator within the thirty (30) calendar day period then either

party may request the Ontario Minister of Labour to appoint an arbitrator.

- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (a Company designate(s) and a Representative(s) for the Union including grievors and relevant stewards), will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in

argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty (30) days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty eight (48) hours following the hearing.

7.08 Attendance at arbitration will be limited to two (2) stewards.

## **ARTICLE 8 STRIKES AND LOCKOUTS**

8.01 The Union and the employees agree that while this Agreement continues to operate, neither the Union nor any employee shall engage in a strike contrary to Ontario Labour Relations Act, 1995, as amended. The Employer agrees that while this Agreement continues to operate, it shall not engage in a lockout contrary to the Ontario Labour Relations Act, 1995, as amended.

8.02 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line established in support of a legal strike, except at the Employer's place of business and provided the Union has sanctioned said strike and given the Employer twenty-four (24) hours notice of said strike.

**ARTICLE 9 CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES**

9.01(a) The straight time hourly rates set out below shall take effect the first full pay period following each date:

<b>Classification</b>	<b>March 20-2022</b>	<b>March 19-2023</b>	<b>March 17-2024</b>	<b>March 16-2025</b>	<b>March 15-2026</b>
Warehouse Associate	\$31.07	\$32.08	\$33.04	\$33.95	\$34.89
OB Warehouse Associate (FT)	\$32.07	\$33.08	\$34.04	\$34.95	\$35.89
OB Warehouse Associate (PT)	\$31.57	\$32.58	\$33.54	\$34.45	\$35.39
Driver	\$33.20	\$34.28	\$35.31	\$36.28	\$37.28
Mechanic Class 310J	\$37.09	\$38.30	\$39.45	\$40.53	\$41.65
Mechanic Class 310T	\$37.98	\$39.22	\$40.39	\$41.50	\$42.65
Maintenance – (Refrigeration Class B)	\$37.09	\$38.30	\$39.45	\$40.53	\$41.65
Maintenance - Licensed Electrician	\$37.09	\$38.30	\$39.45	\$40.53	\$41.65

The above straight time hourly rates are the minimum rates for Employees that have completed the wage progression provided in Appendix "B". It is agreed,

subject to Article 20.05, that the Employer has the exclusive right to provide and alter from time to time incentive programs designed to improve performance in exchange for increased compensation and benefits provided that employees shall not receive less than the straight time hourly rates.

\*For wage progression, see Appendix 'B'

(b) A night shift premium shall be paid for each hour worked by an employee on a shift beginning at or after 4:30 pm in the warehouse and 2:00 p.m. in the garage, and until the start of the day shift. The night shift premium for all warehouse associates will be rolled into their hourly rate.

The night shift premium for full-time employees shall be \$1.00 per hour.

The night shift premium for part-time employees shall be \$0.50 per hour.

(c) Shift Start Hours

Warehouse Classification

Days	4:00 a.m. to 9:00 a.m.
Aft	1:00 p.m. to 4:30 p.m.
Nights	4:30 p.m. to midnight



## Garage Classification

Days	6:30 a.m. to 9:00 a.m.
Aft	2:00 p.m. to 5:00 p.m.
Nights	10:30 p.m. to 12:30 a.m.

## Drivers (Spare)

Spare Drivers will be notified no later than 7pm of their next scheduled day start time failing which they will start at 4am.

- (d) A freezer premium shall be paid to employees working in a full-time bid position in the freezer on days or nights and to other employees for hours worked in the freezer, when a minimum of one (1) hour is worked in the freezer during a shift.

The freezer premium shall be \$1.00 per hour.

9.02 When the Employer makes alterations to shift start times or work weeks they shall provide two (2) week's advance notice to full-time employees affected, (except for the transportation department), of the shift change as well as to the Union. In the event the Company has a need to change start times, days of work, and or work weeks, employees within the department affected shall be offered by seniority the opportunity to work the new start times, days of work or workweeks. This does not apply to the transportation department. When the Company is required to provide accommodation to an employee(s), this clause does not apply.

### 9.03 Pay Cheques

Employees shall be paid bi-weekly during working hours. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, and accrued vacation earnings, together with all deductions.

### 9.04 (a) Safety Shoes

All full time seniority employees covered by this Agreement are required to wear Canadian Standards Association and Employer approved safety footwear. The Employer will pay annually to all seniority employees a safety/cold environment footwear allowance of three hundred dollars (\$300) with an annual increase of twenty-five dollars (\$25.00), for all seniority employees covered under this Agreement. Such allowance will be made by the second week of January.

### (b) Protective Clothing

The Employer shall provide for all employees, who regularly work in the freezer the following cold environment clothing. It will be the responsibility of all employees who regularly work in the freezer to clean their cold environment clothing.

One (1) freezer jacket  
One (1) pair of freezer pants  
Gloves as needed  
One (1) balaclava

The employer shall provide a sufficient number of spare freezer jackets, pants and gloves for other employees when they are required to work in the freezer.

The Employer shall provide cooler jackets once every eighteen (18) months for those employees who regularly work in the cooler.

The Employer shall replace or repair, as needed the aforementioned cold environment clothing.

9.05 In the event of a payroll error caused by the Company of fifty dollars (\$50) or more the Company shall provide the employee with an EFT and transaction statement, for the total amount of monies owed to the employee within one business day of bringing it to management's attention.

If the payroll error is not corrected and the EFT amount processed within three (3) business days, the Company shall pay the associate twenty-five dollars (\$25) in the following pay run.

## **ARTICLE 10 HOLIDAYS**

10.01 The following Statutory Holidays will be granted to each employee.

New Year's Day  
Family Day  
Good Friday  
Victoria Day

Civic Holiday (August)  
Labour Day  
Thanksgiving Day  
Christmas Day



the Union Stewards will meet to review the designated days.

- (c) Where a statutory holiday falls within a driver's regular workweek, the Employer will include statutory hours as part of the total regular work hours for the week.

10.04 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.

10.05 An employee who works a paid holiday shall have the option of being paid for the holiday or banking the holiday to be taken at a mutually agreeable time.

## **ARTICLE 11 VACATIONS**

11.01 The Employer will grant all employees to whom this Agreement is applicable a vacation period.

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

Length of Service  
at January 1

Vacation Entitlement

Less than  
one (1) year

One (1) day's vacation  
with pay for each full  
calendar month of  
employment up to a

maximum of 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  
For Calendar Year 2017:  
Length of Service  
at January 1, 2017

Five (5) weeks

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

Fifteen (15) years

Five Weeks

Thirty (30) years

Six (6) weeks

Until the January following the completion of the first full calendar year (January 1 – December 31) vacation entitlement shall be based on the full-time employee's anniversary date and vacation pay based on previous calendar year. Thereafter, if in any calendar year an employee reaches his/her conversion year he or she will be entitled to an extra week's vacation as listed above. The additional weeks' vacation will be awarded on January 1 of the year in which the anniversary falls.

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.

11.04 Any employee who was prevented from taking his/her 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 receive his/her vacation pay not later than December 31<sup>st</sup>, on a separate cheque.

11.05 When an employee is on vacation he/she shall receive his/her vacation pay for that vacation period in the corresponding pay cheque or deposit.

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

11.07 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.

11.08 On or about November 1st of each year, the Employer shall start assigning vacation weeks with the employees. The process is to be finished by December 20<sup>th</sup> of each year.

Employees shall be contacted starting at the top of the seniority list by department and shift and finishing at the bottom of the list. When contacted, the employees will decide which two (2) weeks they would like to book during the period of May 15<sup>th</sup> to September 15<sup>th</sup>. If available they will be assigned to the employee in question. At this point the employee in question shall book the remainder of his available weeks for the calendar year. These approvals cannot be changed without consent of the affected employees.

When an employee is contacted to book his vacation, the employee shall book his vacation within a four (4) hour timeframe. In the event the employee's choice is already taken, the employee shall be given an eight (8) hour extension to register his amended choice. If the employee does not select a vacation choice, the employee shall forfeit his opportunity and the Employer shall advance to the next employee. An employee who has forfeited his opportunity shall still be entitled to book his vacation by contacting the Employer with his



choice, but shall not be able to bump junior employees from their assigned weeks.

A holiday booking schedule will be posted at all times by department.

With regard to Article 10.03 (b), the Company and the Union Stewards will meet in November of each year, prior to the vacation bid process, to review the days so designated per shift for the year. The Company will advise employees of those designated days per shift following the meeting of the parties.

11.09 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.

11.10 An employee who leaves the employment of the Employer shall be paid the employee's outstanding vacation earned prior to the termination date, which the employee has not already received.

11.11 Vacations shall be allotted on the following basis:

Vacation allotments between May 15 – September 15:

1. Yards  
(except Peterborough) 12% of the roster in each yard (see exception)
2. Peterborough Yard 17% of the roster

- |   |                   |
|---|-------------------|
| 3. Garage Mechanic                        | 12% of the roster |
| 4. Maintenance –<br>Refrigeration Class B | 12% of the roster |
| 5. Warehouse Inbound                      | 17% of the roster |
| 6. Warehouse Outbound                     | 12% of the roster |

Vacation allotments between September 16 – May 14 shall be the same percentage allotment as is listed above.

For the purposes of determining the roster for the above allotments, the average monthly roster of the active full time employees for the last twelve (12) months ending on October 31 annually, in each of the six (6) separate groupings listed above will be the number utilized.

All percentages above 2.5 shall be rounded up to the next whole number (i.e., 2.5 employees to be rounded to 3 employees entitled to vacation). Inbound allotment will be no less than 5, and Outbound allotment will be no less than 8.

Exception to the above allotments is as follows:

- If a yard has fewer than 3 employees then that yard will be bundled with the next closest yard for vacation allotment purposes.
- For yards, or bundled yards, with fewer than 15 employees, the allotment shall be one employee.

11.12 The Company shall consider request for individual vacation days. Should individual days be selected during the initial vacation selection period, they shall be counted as full weeks.

If an employee books a week of vacation and then decides to cancel the full week of vacation, the employee must cancel the week with at least two (2) weeks' notice of vacation. Any less notice will result in loss of seniority for work allotted during that time.

11.13 If an employee books a week of vacation and then decides to cancel the full week of vacation, the employee must cancel the week with at least two (2) weeks' notice of vacation.

11.14 If a previously booked vacation week becomes available in a period where the maximum numbers have been permitted, then an announcement will be made that the week is now available and will be distributed by seniority. Vacation can only be cancelled in whole week blocks.

11.15 If an employee is asked to work while on vacation and accepts, they will be the junior employee for all intents and purposes.

## **ARTICLE 12 SENIORITY**

12.01 There shall be four (4) distinct departmental seniority lists;

1. Warehouse
2. Transportation
3. Garage Maintenance
4. Refrigeration Maintenance

12.02 An employee will be considered probationary for his first one thousand and forty (1040) hours worked and will have no seniority rights during that period with the exception that when a probationary employee is performing modified duties, the shifts so worked will not count towards the completion one thousand and forty (1040) hours worked probationary period. The employment of a probationary employee may be terminated at any time during the probationary period for a lesser standard of cause. That standard shall be that the Employer shall not discharge a probationary employee in contravention of the Human Rights Code of Ontario. Otherwise, a probationary employee will be deemed to have been terminated for just cause. After completion of the probationary period, his seniority shall date back to his first day worked. If more than one (1) employee is hired on the same day, their seniority shall be determined by the drawing of numbers with a steward in attendance. A record of the draw will be prepared and signed by the management representative and the steward in attendance and a copy provided to the stewards. Employees working in an aforementioned department will accrue seniority in that department. Employees transferring from one department to another department shall not carry the seniority earned from one department to another department except as outlined in this Agreement. An employee shall carry earned seniority in a department

to the same department throughout his career notwithstanding the time frame of any transferring between departments.

12.03 (i) Transportation Process:

Temporary Layoff (The Company expects the work to return within twenty-four (24) weeks:

The Company will offer employees in order of seniority the opportunity to take the voluntary temporary layoff in the affected yard. If the senior employee accepts the voluntary temporary layoff then he cannot exercise any bumping rights. Voluntary layoffs will be offered in blocks of ten (10) weeks. Therefore, associates can take a voluntary layoff of ten (10), twenty (20), or twenty-four (24) weeks. The associate taking the voluntary layoff must declare the number of weeks they are taking prior to the start of the layoff.

If no one accepts the voluntary layoff, the Company will lay off in reverse seniority to employee(s) in the yard affected.

The junior employee who is laid off has the following options:

1. Bump within their department based upon seniority
2. Accept the layoff

If a senior employee takes a voluntary lay off and the layoff becomes permanent, the employee will be returned to work and the permanent lay off process described below will be implemented.

Permanent Layoffs (The Company does not expect the work to return):

The layoff is completed in reverse seniority.

The junior employee who is laid off has the following options:

1. Bump within their department based upon seniority
2. Bump within the bargaining unit based upon seniority for those employees with seniority in multiple departments.
3. Post to open jobs providing the employee has the skill, ability and qualifications for the job.
4. Accept the layoff

5. If employee forfeits his/her recall rights then he/she is entitled to severance, if eligible, in accordance with the provisions of Article 12.10.

(ii) Warehouse/Maintenance Refrigeration/Garage Process:

Temporary Layoffs (The Company expects the work to return within twenty-four (24) weeks):

The Company will offer employees in order of seniority the opportunity to take the voluntary temporary layoff in the affected department. If the senior employee accepts the voluntary temporary layoff then he cannot exercise any bumping rights.

If no one accepts the voluntary layoff, the Company will lay off in reverse seniority to employee(s) in the department affected.

The junior employee who is laid off has the following options:

- 1) Bump within their department based upon seniority
- 2) Accept the layoff

If a senior employee takes a voluntary layoff and the layoff becomes permanent, the employee will be returned to work and the permanent lay off process described below will be implemented.

Permanent Layoffs (The Company does not expect the work to return):

The layoff is completed in reverse seniority.

The junior employee who is laid off has the following options:

1. Bump within their department based upon seniority

2. Bump within the bargaining unit based upon seniority for those employees with seniority in multiple departments.
  3. Post to open jobs providing the employee has the skill, ability and qualifications for the job.
  4. Accept the layoff
  5. If employee forfeits his/her recall rights then he/she is entitled to severance, if eligible, in accordance with the provisions of Article 12.10.
- (iii) In any case of permanent lay off in any department, employees bumping into a different department shall be considered the most junior employee in that department, without any departmental seniority unless seniority was earned by previously working in the bumped into department. Seniority will accrue while working in the department.
- (iv) The Employer shall give seniority employees at least one (1) week's notice of lay-off whenever possible or pay in lieu thereof and if the period of lay-off is expected to exceed twenty-four (24) consecutive weeks, the Employer shall give two (2) weeks' notice of lay-off whenever possible or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced



upon the return to work of another employee whom he was replacing.

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

12.05 A Master and a Departmental seniority list shall be placed on the bulletin boards and will be revised by the Employer every six (6) months. Copies of these lists shall be forwarded to the Union Office and Union Stewards.

12.06 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 department 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 for the following month.

12.07 In the event a sufficient number of qualified laid off employees do not elect to work available hours to meet the Employer's staffing requirements, part-time employees may be used, failing which the Employer

may have the work completed by whatever means it deems appropriate.

12.08 It shall be the duty of the employee to notify the Employer and the Union office promptly of any change of address and/or telephone number. If the employee fails to do so, the Employer or the Union shall not be held responsible for failure of notice to reach such employee.

12.09 Seniority rights and an employee's employment shall be deemed to have been terminated if the employee:

- a) resigns, retires or is retired;
- b) is discharged and is not reinstated through the grievance and arbitration procedure;
- c) has been absent from work for two (2) or more working days without notifying the Employer and providing a reasonable explanation for this absence, unless the failure to notify the Employer is due to circumstances beyond the employee's reasonable control;
- d) fails to return to work promptly upon termination of an authorized leave of absence, unless the reason for not notifying the Employer in advance is due to some emergency beyond the employee's reasonable control;

- e) failure of an employee to report for work within one (1) week when recalled by the Employer after a lay-off, or failure of the employee to inform the Employer within three (3) working days of recall that he/she will report for work, unless he/she has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Employer. When work of a temporary nature of a continuous four (4) 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;
- f) is laid off for a period of twelve (12) consecutive months;
- g) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

12.10 In the event of a permanent lay-off, employees shall be entitled to a severance package based on the following formula:

One hundred and twenty (120) hours per year of service, pro-rated on a monthly basis (regularly hourly rate), to a maximum of fifty-two (52) weeks.

Health benefits provided in Article 15.01 (c), (d), (e), (f), (g) and pension contributions in accordance with Schedule 1-Pension Plan, shall be continued during the period of salary continuance.

The above severance and benefits payment is over and above the requirement to provide notice of permanent lay-off under the Employment Standards Act. The above severance and benefits payment is inclusive of the severance pay obligations under the Employment Standards Act.

Full-time bargaining unit employees who have greater than two (2) years seniority prior to the beginning of their layoff, would be eligible to exercise recall rights for up to fifty-two (52) weeks following their last day worked.

### **ARTICLE 13 JOB POSTINGS, PROMOTIONS, TRANSFERS**

13.01 When any jobs become vacant or a new job is created, the Employer will post a notice of the vacancy for a period of seven (7) days on the bulletin board. The notice will contain the nature of the job, the shift, the qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted, shall signify his desire by submitting an application in writing to the Human Resources Department during the posting period. An employee shall be able to notify the Human Resources Department in writing that he wishes to be considered for any job posting which occurs during his vacation period. The employee will complete an application immediately upon his return to work.

13.02 When there is more than one applicant for a position and provided that they have the skill, ability

and qualifications to perform the work in the position, the successful applicant(s) will be selected, in order of seniority, as follows:

1. Within the same department
2. Within all departments
3. Part-time
4. Direct Hire

13.03 The successful applicant(s) shall be given a two (2) week familiarization period in the new position. Thereafter, an employee, due to his/her inability or unwillingness to perform the work required, may elect to return directly or may be returned directly by the Employer to the job he/she held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting. An employee that has returned to his/her former position is not entitled to post or bump into the declined department for a period of six (6) months from the return date.

13.04 Vacancies resulting from the filling of the first vacancy that is left, on days, will be posted, other vacancies will not be posted, but will be automatically filled by the Employer transferring the senior employee, on a departmental basis, who has the skill, ability and qualifications to perform the work, provided that the senior employee is agreeable to such transfer. Thereafter, any residual vacancy shall be filled by employees working in other departments.

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

13.06 An employee, who is temporarily transferred at the request of the Employer to another department, will receive his/her own regular hourly rate or the regular hourly rate for the other department, whichever is the higher.

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

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

13.09 Subject to operational needs, in the warehouse department, an employee on the afternoon shift or the night shift shall have the right to transfer by seniority to the day shift, skill, ability and qualifications being sufficient, for vacation replacement, leave of absence replacement, or for illness or accident of more than one full work week, providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable the Employer to operate efficiently.

#### 13.10 (a) OUTBOUND POSTING PROCESS

Following the ratification of the contract:

- Annually, and no later than May 1<sup>st</sup>, the list of posted positions will be finalized with the intent for the new bid to take effect after Victoria Day weekend.
- This list will be populated with:
  1. The name of the employee (total warehouse) by seniority.
  2. The position / job function that is available
  3. The shift that the position / job function fall within (e.g. Inbound, Outbound)
  4. The days applicable for position if applicable.
  5. The hours of work for position
  6. The environment for position if applicable.
- The Union will canvas the Outbound employees by seniority to pick their position / job function.
- Daily moves
  - All moves done before last shift start time will be done by the preference sheet.
  - Fifteen (15) minutes after the last start time, each employee can be moved once (1) according to their numbers on the monthly preference sheet.
  - Every month employees can change their numbers.
  - For unexpected absences of one (1) week or longer, employees may be able to alter their numbers to be locked in to cover that job.

For purposes of planned temporary vacancies, employees will have the opportunity to complete a preference sheet for jobs that may become available. On the preference sheet,

the employee will include up to ten (10) preferred posted positions. Each employee will have the opportunity to change the preference sheet once per month during the last full week of the month for the following month. All planned vacancies will be filled by seniority based upon the preference sheet. If an employee's preference becomes available, the employee is unable to turn down the temporary vacancy.

The preference sheet will be used to fill planned vacancies for the following week. Such changes will be included on the schedule. For any unplanned vacancies that may arise after the schedule is posted, the preference sheet will be used until all shifts have started on a scheduled day.

#### Sick call changes:

If positions become available due to sick calls or employees not being available, the positions will be filled by the preference sheet, by seniority, by order indicated job preference. (E.g. If employee's preferred job is a forklift freezer, that person will be scheduled into that position if available.)

If positions become available once all shifts have started, the float positions will be utilized.

#### Other specific changes:

- Jobs that will be vacant for a period of more than 30 days will be "posted" on sign up board to allow employees by seniority to move into position for



specified period of time if wanted. Employee would move to said position for specified period.

The Union representatives and Management agree to review this process on a regular basis and make adjustments as deemed required.

### 13.10 (b) INBOUND POSTING PROCESS

- Annually, and no later than May 1<sup>st</sup>, the list of posted positions will be finalized with the intent for the new bid to take effect after Victoria Day weekend.
- This list will be populated with:
  1. The position / job function that is available
  2. The shift that the position / job function fall within (e.g. Inbound, Outbound)
  3. The days applicable for position if applicable.
  4. The hours of work for position
  5. The environment for position if applicable.
- The union will canvas the warehouse employees by seniority to pick their position/job function.
- The posting will be used for the purpose of weekly scheduling of job assignments and daily allocations.
- For purposes of weekly and daily vacancies, the Company will canvass employees on shift by seniority.
- Jobs that will be vacant for a period of more than 30 days will be “posted” on sign up board to allow employees by seniority to move into position for

specified period of time if wanted. Employee would move to said position for specified period.

The Union representatives and Management agree to review this process on a regular basis and make adjustments as deemed required.

### 13.11 Drivers' Temp Replacement for Vacation, WSIB, STD, LOA, LTD and Union Business

For the purposes of these rules the tables outlined in article 17.14 illustrate which is the closest yard to each home yard.

Coverage for Vacation, WSIB, STD, LOA, LTD or Union Business will occur in the following order:

1. Associates within the home yard may bump into the schedule that is open.
2. Unassigned shifts will be available within the home yard for overtime to associates not scheduled on a day.
3. If the shifts are unable to be covered then the opportunity shall be given to the closest yard as listed above.
4. If there are shifts that remain uncovered in the Northern Yards after this process, opportunity will be given by seniority to the closest yard to the North (Peterborough).
  - i) All movements for the purposes above will be limited to two bumps.
  - ii) To be eligible for opportunity in other yards each associate must fill out a Zone Opportunity Sheet.

iii) Associates must be able to complete the shift available in another yard within their legal hours of service including travel to the yard and back.

a) If the shifts are unable to be covered in a yard by travelling to the yard, associates will overnight and must select the block of shifts available.

b) If required to overnight, agreed upon accommodations and meals will continue to be paid as per the Collective Agreement including travel days.

5. (i) Drivers required to travel to another yard shall receive premium pay for travel time, and mileage at a rate of \$0.50 per km.

(ii) Drivers asked to provide coverage after the schedule has been released for the following week shall receive a bonus of \$100.00.

## **ARTICLE 14 LEAVE OF ABSENCE AND SICK LEAVE**

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

14.02 The Employer may grant leave of absence without pay if an employee requests it in writing from the management. The Employer shall respond in writing within ninety-six (96) hours of receiving the request.

14.03 The Employer will grant pregnancy leave and/or paternal 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 Employer.

14.04 In the event of the death of a member of an employee's family, the employee, provided he has completed his probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost for work up to a maximum of five (5) days for the purposes of making funeral arrangements and attending the funeral. The term "a member of the employee's family" means spouse or child or step-child.

Upon the death of an employee's father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, father-in law, mother in-law, the leave of absence shall be for three (3) days. Upon the death of an employee's grandparents, brother-in law, or sister-in law, the leave of absence shall be for one (1) day.

The Employer shall pay that employee at his/her regular hourly rate, for the day or days he would otherwise have worked his/her 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.

14.05 Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Employer, the Employer 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 regular hourly rate minus any amount received by the employee for acting as a juror or as a Crown witness.

14.06 All full time bargaining unit employees shall be entitled to forty (40) paid sick hours per calendar year. All sick hours utilized by an employee shall be paid at his/her regular hourly rate. All unused sick hours shall be paid out in the first pay period in January annually at one hundred percent (100% of the employees' regular hourly rate.

For absences of three (3) or more consecutive days, the employee will be required to provide the Employer with a physician's verification of illness.

For single day absences under this article and for emergency leave absences under the Employment Standards Act, the employee will not be required to support the absence with evidence.

The emergency leave provision under the Employment Standards Act is reduced to five (5) days.

14.07 An employee may be granted Union leave for the purpose of accepting full-time employment with the Union. The employee shall continue to accrue seniority during such Union leave,

during which time there will be no compensation of wages, benefits, or pension.

## **ARTICLE 15 HEALTH AND WELFARE**

15.01 The Employer agrees to pay, one hundred percent (100%) of the cost of the premiums in the present group insurance plan or its equivalent for all active employees who have completed their probationary period. This plan consists of:

- a. Life Insurance for employee - \$50,000 plus an AD&D Rider in the amount of \$40,000; Life insurance for spouse - \$5000; Life insurance for dependent children - \$3000 each.
- b. Sickness – Accident Weekly Indemnity Plan equal to sixty-seven (67%) percent of the employee’s gross weekly earnings, calculated as the average gross weekly earnings of the prior sixteen (16) weeks, to a maximum benefit of fifteen hundred (\$1500) dollars per week, for a period of twenty-six (26) weeks. The waiting period contained in the above noted plan for weekly indemnity for absences caused by illness will remain without change.
- c. Supplementary Medical Expense Benefit – paying one hundred (100) percent of eligible expenses subject to a one (1) dollar per prescription deductible.

- d. A Level Two or reasonable equivalent Dental plan will be provided at a two (2) year lag in current ODA (Ontario Dental Association) rates.

Effective in the first full pay period following March 19, 2020, the Company will implement the following benefits:

- i. Orthodontic Coverage for dependent children only at 50% reimbursement capped at a \$1500 lifetime maximum.
  - ii. Major dental coverage at 50% reimbursement to a lifetime maximum of \$1500.
  - iii. Crowns at 50% reimbursement to a lifetime maximum of \$1500.
- e. A Vision Care Plan providing up to two hundred and twenty-five (\$225.00) dollars per covered individual once in twenty-four (24) months.
- f. A Health & Wellness Spending Account will be available effective July 1, 2022. Each year associates will be awarded a lump sum of flex dollars to be used throughout the benefit fiscal year (July to June) and will be pro-rated for new associates. Flex dollars can be used for eligible health and dental expenses as per the benefit plan. Flex dollars must be used in the year they are awarded and cannot be carried over.

- g.

Year	Flex Spending Dollars
July 1, 2022	\$325
July 1, 2023	\$375
July 1, 2024	\$425
July 1, 2025	\$500
July 1, 2026	\$500

h. A comprehensive and confidential Employee Assistance Program, including psychological counseling, toll free crisis line, off-site crisis and trauma services, as well as legal and financial consultation, childcare and eldercare referral information.

i. The above noted benefits and other benefits in the agreement shall apply to same sex partners and their families. Same sex partners and their families as described by the Canada Customs Revenue Agency.

15.02 The Employer will provide and pay one hundred percent (100%) of the premium for a Long Term Disability Plan for all active employees who have completed their probationary period.

15.03 The Company agrees to maintain its share of payments of premiums for non-active employees as follows:

a. For employees on layoff; for the month following the month in which the layoff first occurs;



- b. For employees absent because of illness or non-work related accidents; for twelve (12) months following the month in which the illness or accident first occurs;
- c. For employees on WSIB; as required by the Workplace Safety & Insurance Act.

Non-active employees whose absence from work continues beyond the time periods outlined above, shall be permitted to maintain benefit coverage by paying their premium costs, if such continuation of benefits is permitted by the insurance carrier. Those currently absent and receiving benefits beyond the timelines will be grandfathered for the current absence as long as they remain employees of the company.

15.04 The Company shall provide a pension plan for eligible employees, in accordance with the plan rules, as amended from time to time, as described in Schedule 1.

15.05 It is agreed that the benefit plans referred to in this Article are not incorporated by reference into this Agreement, and that the Employer may, at any time change carriers. However, benefit levels shall never change without agreement from the union.

15.06 The payment of premiums under this Article does not restrict the Employer's right to terminate an employee in accordance with the other terms of this Agreement. For information purposes only, a summary of the benefits provided under the current plan is found in Article 15.01.

## **ARTICLE 16 DRIVERS**

### 16.01 Drivers (No-Fault)

A Driver who has completed his/her probationary period, and through no fault of his/her own either loses his/her license, or is not acceptable to the Employer's Insurance Agent shall:

- (a) have the opportunity to displace the least senior warehouse employee, skill, ability and seniority being sufficient;
- (b) remain eligible to bid for any job postings, provided he/she has the skill and ability to perform the work;
- (c) in the event he/she becomes eligible to return to the transportation department, he/she shall be returned to the transportation department displacing the least senior transportation employee, skill, ability, and seniority being sufficient;
- (d) if a Driver loses his/her license for reasons under his/her control, he/she shall be suspended without pay and without benefits and remain eligible within his/her seniority to bid for job postings, (on the original posting he/she will fill the last vacated position residual as a result of a warehouse employee filling the original position), provided he/she has the skill and ability to perform the work. If the employee has not been successful in

obtaining a position within a six (6) month period, the employee will be terminated without recourse to the grievance procedure.

16.02 Notwithstanding the provisions of Article 16.01, if a Driver is involved in an egregious incident the Company reserves the right to provide discipline up to and including termination depending upon the facts of the event.

16.03 Drivers will be required to wear uniforms while on duty. The Employer will provide uniforms to drivers as needed:

After the completion of six (6) months service the Employer agrees to pay one hundred (100) percent of the initial cost as well as one hundred (100) percent of the replacement cost when required, of: five pairs of pants, five summer shirts, five winter shirts, three pairs of shorts, one jacket, one liner and one overcoat. It shall be the responsibility of a driver to ensure that he is dressed in a uniform which is clean, neat and in good repair at all times while working for the Employer. If an employee leaves the employ of the Employer within three (3) months after having received clothing under this clause, one-half (1/2) of the cost of the item or items so obtained will be deducted from his pay. The Employer will provide pairs of gloves as required, when requested by the employee.

16.04 For driver employees, routes shall go out to bid every year on April 01 to take effect on the second Sunday in May and then September 01 to take effect

the Thanksgiving Sunday in October. By seniority, driver shall select work week, type of work and geographical area and route number. This process shall take place in each yard.

Routes shall be bid in seniority order. The Company shall ensure that all Transportation Department employees have the necessary training for any route.

The Employer shall assemble accurate routes based on the predominant geographical area in which the route's customers are located. In the event that more than one (1) route goes to the same area said routes shall be numbered such as Peterborough 1, Peterborough 2, Peterborough 3, etc. The aforementioned routes, when possible will also indicate typical; number of pieces, customers, and equipment, normal start times, days of work, and expected number of hours in the run. The bidding process will take place within the following guidelines:

- a) the driver will be contacted by the supervisor in order of seniority to pick his/her geographical route and route number, and days off.

When an employee is contacted to select their bid routes, the employee shall select their bid routes within an eight (8) hour timeframe. In the event the employee is unable to review the bid book either electronically or in person, a twelve (12) hour extension to register his/her choice shall be provided. If the employee does not select a bid route within the timeframe, the employee shall

forfeit his/her opportunity and the employer shall advance to the next employee. No employee shall be skipped until a steward is contacted and provided an opportunity to contact the employee. An employee who has forfeited their opportunity shall still be entitled to complete their selection by contacting the employer with his/her choice but shall not be able to bump junior employees.

- b) each route will be picked having due regard for hours of service regulations and daily and/or weekly overtime whichever the case may be.
- c) bids shall remain whole; including when they go to the spare board.
- d) once selected, bid route start times will not change.
- e) it is understood that each run may vary, and from time to time adjustments may have to be made for purposes of temporarily reassigning drivers during short weeks, business fluctuations, absences and vacations.
- f) it is also understood that runs may be changed by the Employer on a day to day basis to facilitate the business; however, calls will not be removed from bid runs of 12.5 hours or less but the Company reserves the right to move calls if a run duration is scheduled to exceed 12.5 hours.

- g) drivers are required to complete all runs assigned to them within the general timetable and shall be required to work whatever overtime is necessary to complete the originally assigned run. If a driver is unable to work more than 12.5 hours the driver shall notify the Supervisor in writing no less than seven (7) days in advance.
- h) Not less than thirty percent (30%) of the weeks in the 4 X 10 shifts shall include either a Monday or Friday scheduled off in yards with 20 or more drivers. For yards with 6-19 drivers this number will be 15%.
- i) Union Stewards will receive the bid two (2) weeks prior to the bid deployment date. At least one (1) week prior to the bid deployment date, a Transportation Committee will meet, including representatives of the Company, the Union, and all Stewards for the North and South Zones to review the bid and accept all feedback.

16.05 In the event that a driver is required to sleep away from his/her home terminal, the Employer will provide all overnight accommodations, including travel days. The driver shall receive a meal allowance as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

16.06 In the event that the Employer decides to close or move a residential marshalling yard, the Employer shall provide those employees affected a minimum of three (3) months of the pending move or closure.

16.07 A seniority list shall be emailed weekly to all the Stewards and the Union which indicates the number of hours that each driver has had an opportunity to work the previous week.

16.08 The Company shall include all hours worked by a driver on this list.

16.09 The Company shall pay medical fees and licence renewal fees required for drivers to maintain their AZ licences.

16.10 Routes shall not be moved from yard to yard in between bids without agreement from the Union.

16.11 In the event a route is deleted and such deletion causes a lay-off, the lay-off shall take place in the yard the route was bid in.

16.13 Bid Run Guidelines

1) Bidding is by yard seniority.

2) Once completed, a copy of the chosen bid runs will be distributed to the drivers by their respective yards. All Stewards will receive a hard copy of the bids for their respective yards.

- 3) Once completed, a copy of the vacation calendar will be distributed to the drivers by their respective yards within one week of calendar being completed as per the Collective Agreement. In addition, the yard supervisor is to communicate any updates or changes to that yard's vacation calendar via voicemail.
- 4) A driver will bid the routes for the duration of the current bid.
- 5) A driver may request to cover the route of a driver that will be on vacation. This said, deviation from a driver's bid routes will be limited to two temporary movements. The yard supervisor and steward are to discuss emergency situations that arise that may prevent the temporary moves.
- 6) A driver must bid a minimum of 40 hours per week. A driver may bid less than 40 hours per week (outside of peak season) if agreed to by the supervisor and the driver in writing. No 40 hour guarantee of hours worked.
- 7) If a driver is off due to short term, WSIB, Leave, etc. and is not predicted to return to work by his doctor for 75% of the duration of the bid, the driver does not bid a run.
- 8) If a driver is on a bid run and is predicted by his doctor to be off on short term, WSIB, Leave, etc. for 75% of the Bid duration, the run will be offered to the spare board by seniority for the duration of the current bid.



- 9) If a driver returns to work after being off for 75% of his bid run, he will go to the spare board for the duration or until the next time runs are bid. If the driver is in the top 75% he will still be eligible for the 40 hour guarantee.
- 10) If a driver selects a seasonal route that is less than the full bid duration, he/she will also select a pre/post seasonal route. The pre and post route shall be the same route.
- 11) If a bid run is deleted, it will be deemed to be route elimination. At this time, the affected driver may exercise his seniority and either bump a junior driver or chose from the spareboard routes.
- 12) Spareboard will consist of approximately 25% of all drivers without a bid run. The company and the union will reevaluate the percentage prior to the start of the next bid process.
- 13) If a senior driver's daily bid run is cancelled, he will be given the option of either choosing a spareboard route, either assigned or unassigned, or assisting another driver if this option is available.
- 14) If a driver has an unapproved absence during a given week, he will only be paid for the hours worked in that week. No guarantee of hours. If a driver requests a day off, there is no guarantee of hours.
- 15) If on a one time occasion a bid route is altered by no more than 30% of the calls due to exceptional

- circumstances (i.e. opening orders, special events, etc.), the affected senior driver will be contacted and given the choice between the two routes available.
- 16) If over a two (2) week period, a route is cancelled it is deemed eliminated and a re-bid will commence.
  - 17) The yard weekly schedule is to be distributed to the drivers in a given yard on the Wednesday by noon for the following week. Bid drivers have until Thursday at 4 pm to request changes to the schedule and choose the routes pursuant to article 13 and 17. The spareboard drivers will have until noon on Friday to request changes to the schedule and choose their routes from within the spareboard routes by seniority.
  - 18) If a route becomes available under emergency circumstances, the route will be assigned in the following order:
    - i. Assigned to a scheduled driver with no route assigned
    - ii. By overtime list by seniority
    - iii. Offering the work to drivers not scheduled to work by order of seniority.

The Union representatives and Management agree to review this process on a regular basis and make adjustments as deemed required.

## **ARTICLE 17 HOURS OF WORK AND OVERTIME**

17.01(a) The standard work week shall consist of five (5) days of a minimum of eight (8) hours each, and four (4) days of a minimum of ten (10) hours each. There shall be seven (7) operational days per week and there shall not be any rotation of shifts. The Company has the right to determine how many of each shift arrangement listed above shall exist, and the days on which they are scheduled.

(b) Under no circumstances shall hours worked in any day of the week, either overtime or regular, be used to fulfill the daily guarantee of a different day.

17.02 A five (5) day work week employee who is required to report for work on his/her sixth or seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his/her regular hourly rate, or the overtime rate if applicable.

A four (4) day work week employee who is required to report for work on his/her fifth, sixth, or seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his/her "regular hourly 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 it at least two (2) hours prior to reporting.

17.04 An employee who cannot report on time or who is sick and unable to come to work, shall inform his/her supervisor or designate, one (1) hour prior to the beginning of his/her shift, unless he/she is unable to do so for bona fide reasons.

17.05 The Employer will grant blocks of fifteen-minute periods without loss of pay to all employees as follows:

2 rest periods for the 8-hour shift, plus a ½ hour unpaid lunch

2 rest periods (one of 15 minutes and one of 20 minutes) for the 10-hour shift, plus a ½ hour unpaid lunch

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

17.07 All Employees

(a) For a five (5) day work week employee, overtime pay will be provided at one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked in excess of eight (8) hours in a day and or forty (40) hours in a week, and for all hours worked on the sixth and seventh day of the employee's regular work week.

(b) For a four (4) day work week employee, overtime pay will be provided at one and one-half (1-1/2)

times the employee's regular hourly rate for all hours worked in excess of ten (10) hours in a day and or forty (40) hours in a week, and for all hours worked on the fifth, sixth and seventh day of the employee's regular work week.

(c) In the event that a subcontracted driver takes a bid route out, the driver whose route was subcontracted out shall be offered work equal to the driver's bid.

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

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

17.10 When the Employer desires employees to work overtime, the Employer shall attempt to obtain the number of employees desired by requesting employees in order of seniority within department and shift to work overtime.

17.11 When overtime is offered to a Warehouse shift, the Employer will notify the Steward of the number of employees required.

17.12 All overtime is voluntary. In the event that an insufficient number of full-time employees are available, the Employer may have the work completed by whatever means it deems necessary, which may

include requiring part-time employees to perform the work.

The Union and the Employer are committed to work together to meet the needs of the business. The parties agree that their common goal will always be to select and ship the product on time to the customers.

17.13 At the option of the employee, overtime may be banked in hours, up to a maximum of (320) three hundred twenty hours, to the credit of the employee and such time will be in the ratio of time and one-half (1 ½) for each overtime hour worked or part thereof. The overtime worked shall be shown with the employees pay and such hours may be taken as lieu time at a time mutually agreed upon with the Company. Employees who opt into this bank will only do so in monthly intervals and may only remove their bank by notice in writing at the end of the period for payout by the second week of the following calendar month.

17.14

#### Filling Daily Overtime Opportunities

It is understood that the Daily Overtime Procedure does not apply for employees who have both accepted lay-off and advised that they do not wish to work available hours during lay-off.

## Daily Overtime Procedure:

- (a) In each yard, drivers (including laid-off drivers) will, every two (2) months, have an opportunity to put their names on a home yard overtime sign up list which will identify that they wish to be considered for daily overtime opportunities at the home yard at which they are based at (or laid off from) and on a zone overtime sign up list which will identify that they wish to be considered for daily overtime opportunities at specified other secondary yards within the same "zone." The overtime sign up list will be provided and completed every two months. For the "zone" overtime sign up list for the remainder of the two months once he/she has declined three overtime opportunities under that list. Deliveries and Shuttles will be separate.
- (b) Overtime will be offered first to employees on the home yard overtime sign up list by seniority.
- (c) If the overtime is not covered pursuant to paragraph 2, the company will then offer the overtime on the "zone" overtime signup list by seniority. (refer to chart below)
- (d) If there are shifts that remain uncovered in the zone after this process, opportunity will be given by seniority to the closest yard in the other zone.
  - i) All movements for the purposes above will be limited to two (2) bumps.
  - ii) To be eligible for opportunity in other yards, each associate must fill out a zone opportunity sheet.

- (e) For the employee to qualify to be offered an opportunity at a secondary yard within the zone, the employee needs to fall within all required MTO on duty regulations, inclusive to those listed below;
- i) Driver must have sufficient time to drive to/from, his/her home yard to the secondary yard requiring overtime coverage in order to complete the run.
  - ii) The driver must have time and ability to complete the route assigned.
  - iii) Inclusively, all of the above except (a), must be able to be completed within a maximum of 14 hours and/or within required MTO on duty regulations if applicable.
- (f) Driver is not entitled to move off his/her regular scheduled route in his/her home-based yard to accommodate. If a driver is covering a shift in a secondary yard on his/her scheduled day off, he/she must be within the hours of service regulations to be able to complete the extra shift as well as the rest of his/her scheduled work week.
- (g) The Driver will be required to take his/her own vehicle to the secondary yard. The Company will compensate the employee with mileage and hourly rate at 1.5x for the commute to and from the secondary yard.
- (h) If the overtime is not covered pursuant to paragraphs (b) or (c), the Company may exercise its right to reschedule the route to another yard.



(i) If the overtime is not covered pursuant to paragraphs (b), (c), or (e), the company may complete the work after all the membership options have been exhausted through normal business practices, by any means possible including using non-bargaining unit persons.

(j) Definitions: for the purposes of the daily overtime procedure the "home yard" for a train run will be the yard at which the run starts.

The "home yard" for a delivery run that has been dropped at a yard will be the yard at which the load was dropped because that is the yard at which the delivery run is considered to start.

(k) When a full week of vacation coverage is required, it will be communicated on the Friday final schedule two (2) weeks before the coverage is required. The coverage will first be offered to the home yard. Where the coverage is still required, it will be offered by seniority to the Zone that the yard belongs as per the tables below.

Full week coverage opportunities will be confirmed by Wednesday at 12:00 pm the week prior to the coverage being required.

When covering out of yard for a "full" week, that yard will be considered the employee's home yard for the week.

For the purposes of these rules, the below tables illustrate which is the closest yard to each home yard.

### **South Zone**

Kingston	Belleville	Peterborough	Oshawa
Belleville	Kingston	Oshawa	Peterborough
Peterborough	Peterborough	Belleville	Belleville
Oshawa	Oshawa	Kingston	Kingston

### **North Zone**

Sudbury	North Bay	Bracebridge	Espanola	Thessalon	Cochrane	Timmins
Espanola	Sudbury	North Bay	Sudbury	Espanola	Timmins	Cochrane
North Bay	Bracebridge	Sudbury	Thessalon	Sudbury	North Bay	Sudbury
Thessalon	Espanola	Espanola	North Bay	North Bay	Sudbury	Espanola
Bracebridge	Thessalon	Thessalon	Bracebridge	Timmins	Espanola	North Bay
Timmins	Timmins	Timmins	Timmins	Bracebridge	Thessalon	Thessalon
Cochrane	Cochrane	Cochrane	Cochrane	Cochrane	Bracebridge	Bracebridge

## **ARTICLE 18 NO DISCRIMINATION**

18.01 The Employer, the Employees and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code, 1990. Disputes under the Human Rights Code will be processed through the grievance procedure under this Agreement.

## **ARTICLE 19 BULLETIN BOARD**

19.01 The Employer will provide the Union with access to three (3) bulletin boards, one (1) for the warehouse employees and one (1) for the transportation

employees and one (1) for the garage, for the purpose of posting of Union notices. It is agreed that only notices on Union letterhead, authorized by the Union and approved by the Employer will be posted on the bulletin boards. Bulletin boards shall have a two (2) differently cut key system where the Union will hold one (1) key and the Employer will hold one (1) key.

## **ARTICLE 20 HEALTH & SAFETY**

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

20.02 The Employer requires that safety footwear be worn at all times.

20.03 The Employer shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

20.04 The Employer 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.

20.05 The employer shall not deploy the incentive program(s) without agreement from the Union. The Union may withhold agreement based on health and safety concerns. If the parties are unable to agree, the company shall not implement incentive program(s). The Union may, with two (2) weeks written notice, withdraw support and the Company agrees to cease the incentive program.

## **ARTICLE 21 TRAINING**

### 21.01 Class AZ License Training

- (a) An employee who is not already a driver and who has not formerly held at any time a Class "AZ" driver's license may apply for a driver trainee position posting, which shall be posted in accordance with Article 13.01. If the employee meets posted requirements, then the Employer will offer training to the employee for a Class AZ license. The employee shall be entitled to be enrolled once only during the course of his/her employment. In the event that more than one employee applies, all other factors being equal, seniority shall govern.
- (b) The training program shall consist of classroom training and practical training. The employee shall be paid for all hours spent in training at the employee's regular hourly rate of pay.
- (c) If the employee is successful in obtaining the Class "AZ" driver's license pursuant to this

Article he/she shall provide the Employer with his/her agreement in writing, that:

- If he/she fails to maintain his/her Class "AZ" driver license as required by the Ministry of Transportation of Ontario license maintenance requirements, all tuition fees paid on his/her behalf by the Employer shall immediately become due and payable by him/her, to the Employer.
- If the employee leaves the Company or accepts a position in another department within 24 months of obtaining the Class AZ license, he/she will repay the tuition costs of the training.

(d) The two-week familiarization period of Article 13.03 shall not apply. Instead, the successful employee shall be subject to a probationary period of 1040 hours worked as Class AZ Licensed driver, excluding modified duty hours. If the employee is unsuccessful in the probationary period, Article 13.03 shall apply with regard to the employee returning to his/her former position.

21.02 The Company will train all employees in the requirements of the position in which they have been hired for.

## **ARTICLE 22 PRODUCTION STANDARDS**

22.01 The Employer, the Union and the Employees recognize the rights of management including but not limited to the right of the Employer to implement and utilize production standards and incentives within those standards.

The hours worked in excess of ten (10) hours in one shift shall not be included in the weekly calculation; however, the employee must work at a reasonable pace.

22.02 All employees working within standard, including casual and part time employees will receive training, before revised standards are implemented or within one week of hire, in work methods, safe lifting practices, and how the production standards work. All training shall be on paid time. The course will train employee, at a minimum in the following areas:

- a. Generally, how production standards operate, how rest breaks and allowances are established, downtime rules, etc.;
- b. How to adjust errors or handle complaints;
- c. Safe lifting methods and other controls to reduce injury risk;
- d. Work methods required by the standards.

- Training of Union Stewards by Employer

The Employer, as long as production standards are in effect for one or more workers, shall train all warehouse stewards on an annual basis.

22.02 For all employees working under production standards in the warehouse there shall be a two (2) minute walk time allowance for each rest period (breaks and lunch). There shall be no reduction in PFD because of this allotment.

## **ARTICLE 23 SPECIAL ALLOWANCES**

23.01 The Employer agrees to contribute one hundred (100) percent of the rental and cleaning cost of overalls, worn by mechanics and maintenance (Refrigeration Class B) in the performance of their duties. The Employer will provide two (2) pairs of freezer gloves and two (2) balaclavas per year to mechanics and maintenance (Refrigeration Class B). These employees will receive the second pair of gloves/balaclava when the used items are handed in.

23.02 A tool allowance of up to one thousand dollars (\$1,000.00) per year for replacement or upgrading of tools, shall be paid to each mechanic effective on the anniversary of his date of hire. To be eligible for this allowance, a mechanic must complete at least one (1) year of employment with the Employer and must demonstrate the need for and requirement for tools purchased, and produce appropriate receipts.

23.03 Drivers required to stay overnight while on route shall receive an overnight bonus of fifty (\$50.00) in addition to meal allowances paid in clause 16.05.

23.04 The company shall reimburse the cost of the licence renewal fee for mechanics and maintenance employees upon production of receipt.

23.05 Mechanics and Maintenance employees shall be provided a maximum of three hundred and twenty-five dollars (\$325.00) for the purpose of purchasing prescription safety glasses once each twelve (12) months upon submission of receipts.

## **ARTICLE 24 DURATION OF AGREEMENT**

24.01 This Agreement shall, unless changed by mutual consent become effective as of date of ratification and shall continue in full force and effect until the 18<sup>th</sup> of March, 2027, and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

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

24.03 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.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

**FOR THE UNION**

Sandy Hutchinson  
Scott Halliday  
Nathan Hannah  
Perry Hieronymus  
Doug Greenly  
Jake Stewart  
Rob Pounder  
Jeff Minion  
Brad Brooks  
Jeremy Gassyt  
Keith Bruce

**FOR THE COMPANY**

Jason Welter  
Aleksandra Whistle  
Graham Clermont  
Michael Fan

/jq

## **APPENDIX "A"**

(Ref: Article 2.06 "Part-Time employees)

- 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.
- 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 paid by full-time employees, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
- A-3 Part-time employees will be considered probationary and only acquire seniority only after they have worked one thousand and forty hours (1040) hours and then will be placed on a separate seniority list.
- A-4 A part-time seniority list shall be placed on the bulletin board and will be revised by the Employer every six (6) 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.
- A-6 A steward will be present in any formal meeting between a part time employee and the Employer,

where the matter to be discussed is to become part of the employee's performance record.

A-7 Part-time warehouse employees will work within the scheduled shifts. Part-time—employees will be paid overtime in excess of the daily scheduled shift or after forty-two (42) hours on the basis of time and one half (1 ½) his/her hourly rate of pay.

A-8 Part-time employees shall not be used while bargaining unit employees are on lay-off until said employees are first offered recall to work or for the available hours of work.

A-9 Part-time employees will only work overtime after all full-time employees have been offered the overtime opportunity first.

A-10 The purpose of part-time employees is to allow the Employer 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 17.05 of this 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 determined by the Employment Standards Act.
- (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 All part-time seniority employees covered by this agreement are required to wear Canadian Standards Association and Employer approved safety footwear. Part-time employees shall be eligible for a safety shoe allowance in accordance with Article 9.04.

A-13 Part-time employees shall be paid at eighty percent (80%) of the regular wage rate of the classification they are working for the first one thousand hours (1000) hours worked, ninety (90%) of the wage rate thereafter. Upon completion of six thousand (6000) hours worked, a part-time employee shall be compensated at the top rate for the classification in which he/she works.

A-14 Other than relieving for the employee(s) who are absent or on vacation or temporary job transfer or modified duties or mandatory overtime and exclusive of seasonal work the Company shall not have in excess of twenty-five (25%) of the regular hours worked in

any department worked by employees classified as part-time employees (excluding Summer Relief). The Company shall not have in excess of thirty (30) part time employees in non-prime time periods. The Company shall audit the regular hours worked by part-time employees in early January and early July of each year and depending on operational need, either lay-off the most junior part-time employee(s) or promote the most senior part-time employees to full-time status as required to maintain the percentage of twenty-five percent (25%) or less.

The Company shall promote the next senior part time employee in the event any part time employee exceeds nineteen hundred (1900) hours worked (regular and overtime hours) in a calendar year.

On or before May 1, 2016, the Company will offer, over and above any full-time attrition, in order of seniority, 6 full-time positions to part-time warehouse employees.

A-15 Part-time employees who have completed the probationary period may purchase health, dental and life insurance coverage, subject to the eligibility requirements of the plan, at the employee's cost.

## **APPENDIX "B"**

Maintenance and Mechanics are exempt from appendix "B"

Straight time hourly rates for new hires shall be paid as follows:

Months Worked	Percentage of Classification Hourly Rate
0-6 months	87%
6-12 months	89%
12-24 months	91%
24-36 months	93%
36 months plus	100%

## **SCHEDULE 1 - PENSION PLAN**

### **Full-time Employees**

The Company shall contribute to SYSCO Pension Plan Registration #1085448, on behalf of each eligible full-time employee, providing that the employees works any portion of the month, an amount per month effective the first full pay period following the dates set out below:

Effective first full pay period following:	Monthly contribution:
March 19, 2022	\$285.00
March 19, 2023	\$290.00
March 19, 2024	\$295.00
March 19, 2025	\$300.00
March 19, 2026	\$300.00

### **Part-time Employees**

The Company's contribution to a SYSCO Pension Plan Registration #1085448, on behalf of each eligible part-time employee, shall be \$1.44 per hour worked to a maximum of \$250.00 per month.

The Company will organize a minimum of one retirement planning session per year, scheduled in locations that allow remote employees to attend.

**LETTER OF UNDERSTANDING # 1**  
**RE: Garage and Maintenance Training**

1. The Company is committed to giving our employees in all areas the opportunity to further educate and upgrade their skills in their individual departments.
2. With regards to the Fleet Mechanic and Building Maintenance the Company is aware of the requirement to continue to educate and upgrade employees with regards to ongoing changes with equipment and processes and required certificates to ensure they have the appropriate skills to complete their daily job assignments and tasks.
3. The Company commits to have employees complete, as required, applicable training and review sessions as it relates to their day to day job functions and responsibilities. For example, when new fleet equipment is acquired, the Company will arrange to have the manufacturer, distributor, etc. provide training, education, and/or refresher sessions to ensure that our employees are upgraded as required.
4. The Company will meet with the employees of the Garage, and Building Maintenance Team on a quarterly basis to discuss potential areas that would fall into the above needs, and arrange appropriate education and training sessions. The Company will communicate the training schedule to employees once determined.
5. With regard to individual upgrades on licenses, tickets, etc., the Company will meet with individual employees



to discuss said upgrades and requirements and include in training plans if applicable.

6. As it relates to mandatory upgrades on licenses, tickets, etc., due to requirements by law, the Company will arrange appropriate timelines for employees who fall into these categories, to have the opportunity to complete said requirements.

The Union representatives and Management agree to review this process on a regular basis and make adjustments as deemed required.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

**FOR THE UNION**

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Keith Bruce

**FOR THE COMPANY**

Jason Welter  
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Graham Clermont  
Michael Fan

**LETTER OF UNDERSTANDING #2**  
**RE: Closure and Relocation of Yards definitions**

1. A yard relocation is defined as a yard being moved within a radius of 50 kilometers from the original yard location within a one year timeframe. Employees are expected to report to the new yard. There will be no postings. In the event that there are not enough positions remaining due to the relocation of the yard, the junior drivers will be laid off as per article 12.03 (a) of the collective agreement.
  
2. If a yard is moved outside of the 50 kilometer radius, this will be deemed to be a new yard and the positions will be posted as per the Collective Agreement. Affected employees from the original yard will be laid off as per article 12.03 (a) of the collective agreement.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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**LETTER OF UNDERSTANDING #3**  
**RE: Continental Shift**

Notwithstanding Article 17.01 (a) and Article 17.07 (a), at ratification, in the Refrigeration Maintenance Department, the employee(s) work a continental shift on alternating weeks as follows:

Week 1: 3 days X 12 hours, then #1 below applies. 17.07 (c) applies

Week 2: 4 days X 12 hours, then #2 below 17.07 (b) applies

#1 For a three (3) day work week employee, overtime pay will be provided at one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked in excess of twelve (12) hours in a day and or thirty-six (36) hours in a week, and for all hours worked on the fourth, fifth, sixth and seventh day of the employee's regular work week.

#2 For a four (4) day work week employee, overtime pay will be provided at one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked in excess of ten (10) hours in a day and or forty (40) hours in a week, and for all hours worked on the fifth, sixth and seventh day of the employee's regular work week.

So long as the above hours are worked as scheduled, the employee shall receive seventy-six (76) hours paid at the regular straight time hourly rate and eight (8) hours at time and one-half (1½) the regular straight

time hourly rate.

In the event that the Company wishes to discontinue the continental shift, the Company shall provide the employee(s) so affected with sixty (60) days notice of discontinuation.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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## **LETTER OF UNDERSTANDING #4**

### **Re: Lay-Offs**

In the event of a permanent lay off of a bargaining unit employee occurring as a direct result of bargaining unit work being moved to a different Sysco entity, the following options shall be available to the employee:

1. Accept severance in accordance with Article 12.10; or retain recall rights for a period no more than 1 year; or
2. Bump within the bargaining unit in accordance with Article 12.03 or maintain recall rights in accordance with Article 12.04; or
3. Apply for available positions at the other Sysco entity.
4. If Option 3 above is chosen and if an offer of employment is made to the employee by the other Sysco entity, the employee can:
  - a. Resign from Sysco Central Ontario and accept the offer of employment. Service accrued by the employee at Sysco Central Ontario will be recognized by the other Sysco entity for the purpose of vacation entitlement and future severance calculation; or
  - b. Accept severance in accordance with Article 12.10 from Sysco Central Ontario and accept the offer of employment from the other Sysco entity. In this case the employee would start as a new employee at the other Sysco entity with no service recognized from Sysco Central Ontario.
5. Full time bargaining unit employees who have greater than two (2) years seniority prior to the beginning of

their layoff, would be eligible to exercise recall rights for up to fifty-two (52) weeks following their last day worked.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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**FOR THE COMPANY**

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**LETTER OF UNDERSTANDING #5**  
**Re: Driver Bid Process**

This letter is to confirm the Company's position as it relates to the driver bid process outlined in Section 16.04 and 16.13 of the Collective Agreement.

The Company will continue the current practice throughout the term of this Collective Agreement.

This practice consists of drivers first choosing their day off by selecting a weekly schedule offered by the company. The drivers will then choose their daily run from the days they are working.

This process will occur in the dates outlined in article 16.04

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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**LETTER OF UNDERSTANDING #6**  
**Re: Pandemic Language**

Any employee sent home by the Company to quarantine for any reason, due to a workplace exposure or contamination, will not suffer any loss of wages while under such quarantine.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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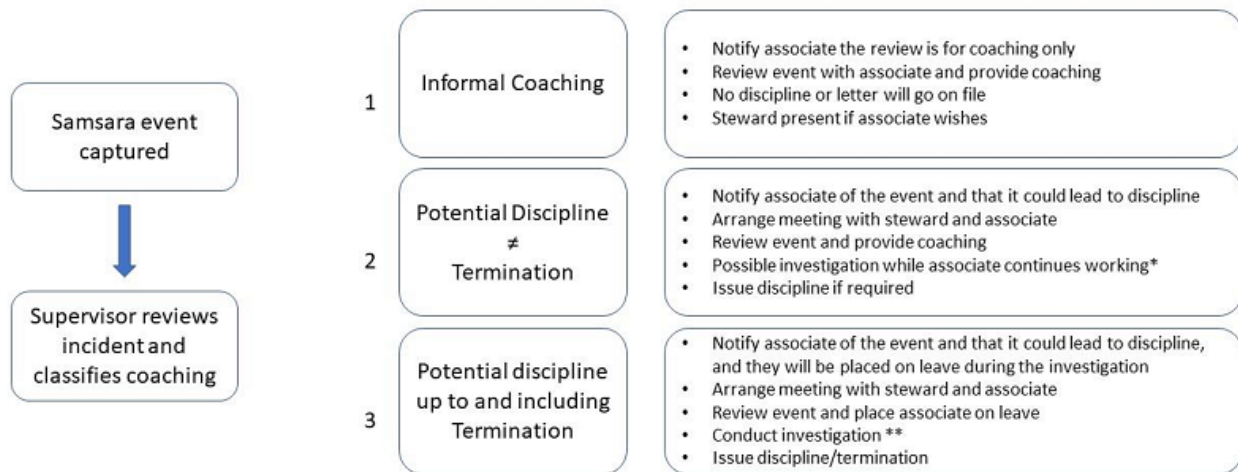
# **LETTER OF UNDERSTANDING #7**

## **DRIVE CAM FLOW CHART**

Dash Mounted Cameras – Currently referred to as Samsara

The below flow chart illustrates how the transportation department will handle events that are captured by the Samsara device.

Samsara Event Coaching Flow Chart



\*The investigation will not take greater than 15 days to complete.

\*\*If the investigation goes beyond 15 days, the time away will become paid for the time missed beyond 15 days.

**Dated at Peterborough this 18<sup>th</sup> day of March, 2022**

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# 2022

## January

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# 2023

## January

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## September

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## October

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## November

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# 2024

## January

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## February

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## March

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## April

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## June

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## December

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# 2025

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2026

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2027

## January

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

## February

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

## March

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

## April

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



# Teamsters Local Union 419 (MEMOS)





Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_

## **Teamsters Local Union No. 419**

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L5T 1B4

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**Email: [keith@teamsters419.ca](mailto:keith@teamsters419.ca)**

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***“IN SOLIDARITY WE RISE”***

**Respect  
Is a  
Teamster  
Contract**



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