



**Collective Agreement
Between**

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

And

Sysco Food Services of Toronto
(hereinafter referred to as the "Company")

October 9, 2023 to October 8, 2028



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.

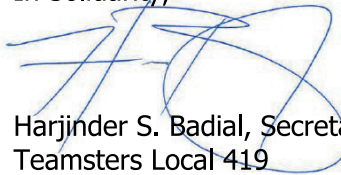
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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 Toronto**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALIWAL
Union Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



**International Brotherhood of Teamsters
1,300,000 Members**

**Teamsters Canada
125,000 Members**

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

Teamsters Local Union 419

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

Teamsters Local Union 419 includes members in the following industries:

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

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



Teamsters Local Union 419

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

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

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



WHAT DO YOU GET FOR YOUR UNION DUES?

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

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

WHO IS YOUR UNION STEWARD?

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

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

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

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

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

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

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

Interviews or Investigations

As a Teamster Member,

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

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

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

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

3) Union representation is a fundamental right:

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

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

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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 (a) The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer in the City of Mississauga, save and except office and, sales staff, supervisors and employees above the rank of supervisor.
- (b) The bargaining unit includes those employees who are resident drivers who deliver product that is distributed from the Mississauga warehouse located at 7055 Kennedy Road and who the employer and the Union mutually agree in writing from time to time should be covered by this collective agreement and added to the seniority list as a resident driver.

- (c) For the purpose of clarity, if the Employer moves its Mississauga warehouse operations currently located at 7055 Kennedy Road to a new location within the City of Mississauga, it is understood and agreed that the terms of this Collective Agreement shall continue to apply at the new location.
- (d) If the Employer moves its Mississauga warehouse operations currently located at 7055 Kennedy Road to a new location outside the City of Mississauga, then the Scope and Recognition Clause shall be deemed to include the following:
- The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer at the Address or Addresses, within which the new facility is located, save and except office and sales staff, supervisors and employees above the rank of supervisor.
 - The bargaining unit includes those employees of the Employer who are resident drivers who deliver product that is distributed from the new warehouse and who the Employer and the Union mutually agree in writing from time to time should be covered by this collective agreement and added to the seniority list as a resident driver.
 - It is understood and agreed that the terms of this collective agreement shall continue to apply at the new location.

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 guaranteed 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 prior to the completion of their probationary period. The Employer will forward to the Union Office the new employee(s) membership card(s) following the successful completion of the employee(s) probationary period.

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, by the 20th day of the current month 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 20th day of the following month. 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:

One (1) Day Steward
Four (4) Night Stewards
Three (3) Drivers
One (1) per Resident Marshalling Yards

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 so act during the term of the Agreement.

5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise. 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 gross rate of pay, all stewards outlined in Article 5.01 on the Union negotiating committee for time spent during their regular working hours negotiating the renewal of this Agreement with 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 or the alternate are not 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 The Employer shall provide unpaid Union leave for Union steward training. The unpaid Union leave shall not exceed one hundred and fifty (150) hours per calendar year. The Union shall provide a minimum of thirty (30) calendar days' notice to the Employer when requiring Union Stewards for training, and the names of those stewards requiring the unpaid union leave.

5.08 New employees will have an opportunity to meet with Union Steward(s) for fifteen (15) minutes during their 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.

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 ONE

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

6.05 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 Director of Operations or a person or persons designated by him/her to handle such matters at Step Two. The Director of Operations or his/her designate shall schedule a meeting to be held once per calendar month, 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 Director of Operations, 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 Director of Operations, 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.

6.06 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.

6.07 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.

6.08 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.

6.09 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.

6.10 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, giving the reasons for such discharge or suspension. Copies to be forwarded to the Union Office.

6.11 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.

6.12 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.

6.13 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). For greater clarity, the Company will only administer discipline at a meeting face-to-face or by telephone when mutually agreed to with 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 with the Company and the Union, failing which, the discipline shall be deemed null and void.

6.14 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 twelve (12) months. At which time discipline will be removed from the file.

6.15 If the Employer suspends an employee pending investigation, such investigation time shall be paid.

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.

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 The straight time hourly rates set out below shall take effect on the date indicated:

Wage Progression Table					
Classification	October 9, 2023	October 9, 2024	October 9, 2025	October 9, 2026	October 9, 2027

Dry Dock Receiver	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Cooler Receiver	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Dry Selector	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Cooler Selector	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Freezer Selector	\$36.90	\$38.70	\$40.58	\$42.17	\$43.81
Cleaner	\$35.35	\$37.12	\$38.98	\$40.54	\$42.16
Driver	\$38.55	\$40.43	\$42.40	\$44.06	\$45.78
Shunter	\$38.55	\$40.43	\$42.40	\$44.06	\$45.78
Dry Fork	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Freezer Fork	\$36.90	\$38.70	\$40.58	\$42.17	\$43.81
Cooler Fork	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Hauler	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Utility	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Loader	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Off-Loader	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Hauler	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81
Utility (day shift)	\$35.90	\$37.70	\$39.58	\$41.17	\$42.81

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 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'

9.01 (b) **Shift Premium**

Any employee who is assigned to an "afternoon" shift shall receive a shift premium of \$1.50 on October 9, 2023 for all hours worked on each such shift. Any employee who is assigned to a "night" shift shall receive a shift premium of \$1.50 on October 9, 2023 for all hours worked on each such shift.

(c) All drivers shall receive a premium of \$1.00 per hour. The premium will be rolled into hourly pay rates.

(d) **Shift Structures**

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

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

9.02 When the Employer makes alterations to shift start times or work weeks, they shall provide three weeks advance notice to full-time employees affected by the shift change as well as to the Union.

9.03 **Pay Cheques**

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

9.04 (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 all seniority employees' safety/cold environment footwear allowance of and three hundred and seventy-five (\$375) for all seniority employees covered under this Agreement. Such allowance will be paid in the first full pay period in January each year.

Note – Existing winter driver boots will be provided to warehouse employees on an annual basis in November.

(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 freezer jackets, pants and gloves for other employees who may also be required to work in the freezer.

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

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

ARTICLE 10 HOLIDAYS

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

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

National Day of Truth & Reconciliation (to be classified as a working stat)

and for each Holiday, the Employer shall pay to each eligible employee an amount equal to one (1) day's pay at the gross rate (8, 10 or 12 hours).

10.02 In order to be eligible for Holiday pay, an employee must have worked some time in the thirty (30) calendar days prior to or in the thirty (30) calendar days subsequent to the Holiday. Additionally, the employee must work the entire scheduled shift (including statutory holidays) prior to and after the Holiday unless an employee is absent as a result of legitimate illness (providing a physician's timely verification of illness is provided as required) or excused absence.

10.03 (a) Where a Statutory Holiday falls during an employee's vacation period, the employee shall receive, at the option of the employee, another day off with pay in lieu thereof at a time to be selected by mutual agreement or an extra day's pay.

(b) Where a paid Holiday falls on an employee's scheduled day off and provided that the employee qualifies under Article 10.02, the Employee shall have another day designated as the Holiday for all intended purposes. The Company and the Union Stewards will meet in January of each year 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. In the event that the Company introduces new shifts, the Company and the Union Stewards will meet to review the designated days.

- (c) Notwithstanding 9.01 (c) the statutory holiday for employees on the afternoon and/or night shifts on a Sunday through Thursday work week shall be observed on the eve of the actual holiday.

The statutory holiday for employees on the afternoon and/or night shift who work Monday through Friday workweeks shall be the day of the actual holiday.

- (d) 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:

Vacation Schedule effective January 1, 2024

Length of Service	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 weeks
Five (5) years	Three weeks
Ten (10) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks
Thirty (30) years	Seven (7) weeks

Vacation entitlement shall be based on the full-time employee's anniversary date and vacation pay based on previous calendar year. If in any calendar year an employee reaches his/her or her conversion year he or she will be entitled to an extra week's vacation as listed above. The additional week's vacation will be awarded on January 1 of the year in which the anniversary falls.

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 upon the first full pay period when they return to work.

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 All submissions for vacation shall be made in writing on forms supplied by the Employer before November 15 for the following calendar year. These applications will be processed and approved subject to seniority provisions and posted by December 20. These approvals cannot be changed without the consent of the affected employees. There shall be no more than 12% of the employees within each department and shift, with the exception of the day Warehouse and marshalling yard employees no more than 18% on vacation at one time. For the period of May 15 to September 15, each employee will not be permitted to take more than three (3) weeks' vacation. In non-peak periods no more than 15% of employees can be on vacation in each department. Day shift warehouse (excluding cleaners) allotment will be no less than five (5) employees, and marshalling yard employees will be no less than two (2) employees.

Submissions received after November 15 must be made in writing at least one (1) month in advance of vacation and approvals granted within three (3) days of request, in writing, subject to operational requirements. A

holiday booking schedule will be posted at all times by department. No seniority rights shall apply after November 15 in the choosing of vacation time.

Peak period is defined as the period of May 15 – September 15 Non-peak period is all other times.

If an employee provides 7 days' notice or more for a vacation day, and there is time off available based on the allotment, the Company is to grant the vacation day.

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.

ARTICLE 12 SENIORITY

12.01 Seniority shall be defined as an employee's service with the Employer since that employee's last date of hire as a full time employee. Probationary employees do not have seniority. Upon completion of the probation period, an employee will be credited with seniority back to the employee's last date of hire as a full-time hire. Seniority shall be bargaining unit wide, however the drivers shall not have the opportunity to move into the warehouse except as provided in this Agreement.

12.02 New employees will be probationary employees for the first one thousand and forty (1040) hours worked, excluding hours worked performing light duties. The discharge of any such employee shall be at the sole discretion of the Employer. In the event a part-time employee is hired to a full-time position within the department of which he/she had served the probationary period he/she shall not endure a second probationary period.

Following completion of the probationary period, an employee shall have his/her name placed on a seniority list and he/she shall have seniority dating from the date of commencement of his/her most recent period of full time employment in the bargaining unit and since which date, there has not been loss of all seniority or employment.

12.03 (a) In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a temporary lay-off, permanent lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from his/her shift or classification shall be eligible to exercise his/her seniority in accordance with the above. When bumping into the warehouse or a driving position, the employee must pass the prescribed Employer test for said position at the time of layoff.

(b) In the event of temporary lay-off, the Company will canvass top down within the department to determine if senior employees would volunteer for

such temporary lay-off. Voluntary layoffs will be offered in blocks of four (4); eight (8); ten (10); twelve (12); sixteen (16); twenty (20); or twenty-four (24) weeks. The employee taking the voluntary layoff must declare the number of weeks they are taking prior to the start of the layoff. In the event insufficient employees accept a voluntary temporary lay-off, junior employees will be subject to the lay-off or displace another employee subject to clause 12.03 above.

- (c) The Employer shall give seniority employees at least one (1) weeks' 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 If an employee is transferred from one department to another, there shall be no loss of seniority.

- 12.06 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.
- 12.07 Temporary recall shall work in the following manner:
- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;
 - (b) When temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees.
 - (c) A laid off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits for the following month.
- 12.08 In the event a sufficient number of qualified laid off employees do not elect to work available hours to meet the 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.
- 12.09 It shall be the duty of the employee to notify the Employer and the Union office promptly of any change of address. 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.

12.10 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;

12.11 In the event of a permanent lay-off or closure of a facility, 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 up to a maximum of thirty-six (36) weeks.

Health benefits for the employee and their registered dependents will be offered for the active period of salary continuance up to a maximum of thirty six (36) weeks.

12.12 Permanent lay-off definition

An employee shall be deemed permanently laid off when the following conditions are met:

- An employee is required to bump to a location greater than fifty (50) kilometres away geographically from his/her static workplace unless the employee wishes to bump to another location greater than fifty (50) kilometers away from his/her static workplace.
- An employee is provided a permanent lay-off notice from the Employer.

- An employee is provided a temporary lay-off notice and the temporary lay-off exceeds twenty-four (24) weeks.

ARTICLE 13 JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 The Employer will post all permanent job opening(s) for a period of seven (7) calendar days. In the event that an employee is absent from his/her job assignment during the aforementioned period, the Employer, with the Steward present, will place a phone call in an attempt to contact said employee to advise him/her of said posting(s). A permanent job opening shall mean any job resulting from attrition or increase in roster, in any other case the job will be internal with the department.

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

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 classification 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 ability to perform the work, provided that the senior employee is agreeable to such transfer. Thereafter, any residual vacancy shall be filled by direct hire.
- 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 classification, will receive his/her own gross hourly rate or the gross hourly rate for the other classification, 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 classification 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 An employee on the afternoon shift or the night shift shall have the right to transfer by seniority to the day shift, ability being sufficient, for vacation replacement, 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. Note: If an employee has vacation of 1 week or more booked during the period of the temporary opening (30 days) he/she will not qualify.

13.10 (a) At pre-shift, in the Warehouse, the Employer shall canvass all bargaining unit employees on the respective starting shift for all vacancies on such shift on a top down basis, to fill those vacancies.

(b) In the event that the Employer requires Employees to be transferred from one classification to another classification the Employer shall determine from which classification such transfer shall occur and then, canvass "top down" within said classification requiring the reduction, failing acceptance the least senior Employee within the classification being reduced shall be transferred. Transferred employees within the classification the reduction occurred shall be the first employees added in the event additional employees are required in the classification initially reduced, except when said transferred Employee has volunteered to accept the position.

13.11 If a job is reinstated that has been eliminated in the transportation department within a current bid period, or in the warehouse department within a 3-month period, the employee previously in the job has first right of refusal.

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.
- 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 The Employer shall grant leave at the time of a bereavement as hereinafter set out.
- (a) In the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in-law, step-mother, step-father, step-brother or step sister, grandchild or grandparent, the Employer shall allow that employee such time off as necessary, not to exceed three (3) consecutive calendar days within fourteen (14) days of death. Non-consecutive bereavement days may be granted at the discretion of the Company, provided the employee provides supporting documentation.

- (b) In the event an employee is bereaved of a sister-in-law, brother-in-law, or grandparent of his/her spouse, and if the funeral or memorial service is attended, the Employer shall allow one (1) day off as necessary, within fourteen (14) days of death and;

The Employer shall pay that employee at his/her 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 gross rate (regular rate plus applicable premium), minus any amount received by the employee for acting as a juror or as a Crown witness.

14.06 Bargaining 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 gross 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' gross 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.

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

ARTICLE 15 HEALTH AND WELFARE

- 15.01 The Employer agrees to contribute 100% of the billed premium for the core life benefit under the current life insurance plan for each eligible employee.
- 15.02 Where an eligible employee elects to take the optional life benefit under the current life insurance plan the employee shall pay 100% of the billed premium for the optional portion and the Employer shall deduct the optional premium from the employee's wages and pay it to the carrier.
- 15.03 The Employer agrees to contribute 100% of the billed premium for the extended health benefit under the current extended health plan for each eligible employee.
- 15.04 (a) The Employer agrees to contribute 100% of the billed premium for the long term disability benefit under the current long term disability plan.
- (b) The Employer agrees to contribute 100% of the billed premium for the short term disability benefit under the current short term disability plan.

- 15.05 The Employer agrees to contribute 100% of the billed premium for the dental benefit under the current dental plan for each eligible employee.
- 15.06 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 or plans.
- 15.07 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 plans is attached as Appendix "C".
- 15.08 Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. When a medical examination is required by the Employer, the following conditions shall apply:
- (a) If an employee takes a medical examination, it will be during his/her normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his/her taking a medical examination.
 - (c) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses is required by any agency to take a medical examination to verify his/her right to drive such

motor vehicle coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

15.09 In the event an employee is injured while at work and unable to continue work, his/her pay shall continue for the remainder of his/her scheduled hours of work for that day.

15.10 The Employer shall provide the employee with a copy of the form "8" in the event of a compensable accidental injury.

15.11 The Employer will not unduly request a medical examination while an employee is off on Worker's Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Employer will provide transportation.

15.13 It is required that employees on sick or injury leave advise the Employer as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability.

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

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 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.

16.02 Notwithstanding the provisions of Article 16.01, 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.

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

- Five (5) long sleeved shirts
- Five (5) short sleeved shirts
- Five (5) pairs of pants
- Three (3) pairs of shorts
- One (1) SYSCO baseball hat
- One (1) sweat shirt

Every two (2) years:

- One (1) spring jacket or one (1) quilted vest
- One (1) rain coat (All Drivers)
- One (1) freezer suit (shunters only)
- One (1) bomber
- One (1) Winter parka

16.04 (a) The driver will be contacted during working hours in order of seniority to set up a meeting on working hours to review the bid book to pick his/her geographical route and route number and the days off.

(b) Routes shall go out to bid every year on March 1st wherein all bids shall be completed no

later than April 15th. Said bids shall be in effect on May 1st. Likewise on October 10th of each year routes shall go out to bid and all bidding shall be completed no later than November 25th. Said bids shall be in effect on December 1st.

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 routes based on the predominate 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 Niagara 1, Niagara 2, Niagara 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:

- i. Union Stewards will receive the bid within 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 Transportation Stewards to review the bid and review all feedback.
- ii. Each yard shall have their own route bid and bidding is by yard seniority.

- iii. The driver will be called into the Supervisor's office in order of seniority to pick his/her route and days off.
- iv. Each route will be picked having due regard for hours-of-service regulations and daily and/or weekly overtime whichever the case may be.
- v. 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.
- vi. It is understood that runs may be changed by the Employer on a day-to-day basis to facilitate the business, however, if a bid run changes by 40% or more, the driver has the right to drop the run and both the run and the driver will move to the spareboard.
- vii. 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 on a given day, the driver shall notify the Supervisor in writing no less than seven (7) days in advance.
- viii. Company will endeavour to maintain first four (4) calls as anchor calls, subject to change depending upon customer needs.

- ix. In the event a driver's regular bid has been cancelled he/she shall have the opportunity to exercise his/her seniority in filling the residual runs.
- x. A driver will bid the routes for the duration of the current bid. Special or temporary routes that are created after the bid shall be posted. In the event a Bid Driver selects a special or temporary route, their bid route shall move to the spareboard for the duration of the temporary posting. Thereafter, they shall return to their bid route.
- xi. If a driver is on short term, WSIB, Leave, etc. and does not have a confirmed return to full duties date at the time of the bid, the driver does not bid a run.
- xii. If a bid run is deleted it will be deemed to be route elimination. At this time, the affected driver will become a spare.
- xiii. Once all bid routes have been selected, all remaining drivers who did not select a bid route, shall move to the spare board.
- xiv. Once completed, a copy of the chosen bid runs will be distributed to the drivers by their respective yards. All stewards will receive a copy of the daily routes on a nightly basis.
- xv. Once completed, a copy of the vacation calendar will be distributed by their respective yards within one (1) week of the 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.

xvi. A driver's selection of routes shall be posted by the Employer in the Drivers' Room, and at each yard location.

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. The driver shall receive a meal allowance for the day prior to the "sleep away" and the day following the "sleep away" 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 eight (8) weeks' notice of the pending move or closure.

16.07 Each day the assignment of unassigned runs shall be bid by seniority amongst the drivers without an assigned run. This will include "spare" drivers and unassigned drivers.

16.08 In the event of a vacancy on a temporary basis in a marshalling yard, the spare drivers working in the yard shall have the first opportunity to fill the vacancy, and thereafter the vacancy shall be posted to the spareboard at other yards.

- 16.09 Special routes will be posted in the originating yard.
- 16.10 In the event a bid route is over cubed, the driver will not be required to return to the site and pick up remaining stops.
- 16.11 Equipment transfers originating from Sysco Toronto shall be bargaining unit work.
- 16.12 Vacation coverage for shuttles departing from marshalling yards shall be determined in the following order:
1. The marshalling yard the run originates from shall have the first right to cover the shuttle run if the vacation allotment on days is not fully used.
 2. The shuttle run shall be offered to the Mississauga site by seniority.
 3. The shuttle run shall be offered to other yards by seniority.

ARTICLE 17 HOURS OF WORK AND OVERTIME

- 17.01 The standard work week shall consist of five (5) consecutive days with a guarantee pay of eight (8) hours each, four (4) consecutive days with a guarantee pay of ten (10) hours each, and three (3) consecutive days with a guarantee pay of twelve (12) hours each; there shall be seven (7) operational days per week and there shall not be any rotation of shifts.

For the three (3) day workweek, full-time employees shall not be forced to work on such shift. The posting

of the three (3) day work week shall remain open.

17.02 (a) 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 "gross rate", or the overtime rate if applicable.

(b) 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 "gross rate", or the overtime rate if applicable.

(c) A three (3) day work week employee who is required to report for work on his/her fourth, fifth, sixth, or seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his/her "gross rate", or the overtime rate if applicable.

17.03 An employee who cannot report on time or who is sick and unable to come to work, shall inform his/her supervisor at a minimum two (2) hours prior to the beginning of his/her shift, unless he/she is unable to do so for bona fide reasons.

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

2 breaks for the 8-hour shift

3 breaks for the 10-hour shift

4 breaks for the 12 hour shift, including a 1/2 hour unpaid lunch

17.05 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.

17.06 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 gross 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 gross 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) 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 gross 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.

17.07 If any of the paid Holidays are worked, they shall be paid for at two (2) times the gross rate for such

hours worked in addition to pay for the Holiday.

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

17.09 (a) 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 classification and on shift to work overtime.

In the warehouse, an employee shall be considered in his/her classification if he/she has worked in the classification four (4) hours or more in the shift. In the Warehouse a shift shall be defined through this agreement by start time and agreed to voluntary overtime.

(b) Overtime opportunities in the warehouse will be distributed among employees in the warehouse as follows:

DAILY OVERTIME CALL: for all hours up to four (4) hours before or after the shift, within classification first and then top down on the cross-classification.

EXTRA SHIFTS CALL: top-down seniority basis bargaining unit wide, providing that the employee has been off the clock eight (8) hours before the start of the overtime and providing the employee has been off the clock for eight (8) hours before the start of

his/her regular shift. The employee has to have the qualifications to perform the work.

If an employee is on vacation but scheduled to work when overtime is to take place, they will be contacted to be canvassed. If an employee is on vacation when the overtime is scheduled to occur, the employee will not be contacted.

It is understood that when postings for Saturday and/or Stat overtime is available, only employees working on-shift can sign up to work the requested overtime. Employees on vacation for the duration of the posting will be unable to sign up for the overtime, regardless of their return-to-work date.

17.10 When overtime is offered to a shift, the Employer will notify the Steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the Employer's manpower requirements and then only if they have returned to work prior to the working of such overtime.

17.11 When it is necessary to call an employee at home for overtime assignment, a steward, or in his/her absence a member of the Bargaining Unit, shall be present at the time the telephone call is made.

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 forty (40) per calendar year to the credit of the employee and such time will be in ratio of time and one-half (1.5) for each overtime hour worked or part thereof. The overtime worked shall be shown with the employee's pay and such hours may be taken in lieu time at a time mutually agreed upon with the Employer in non-peak periods. Employees who opt into this bank will only do so in pay periods and may only remove their bank by notice in writing at the end of the period of payout on the next pay period. If not used by December 31st it will be paid out on the second (2nd) full pay period of the following year.

When an employee requests an overtime banked payout, they shall remain in the Overtime Banking Program until they provide written notice to withdraw their participation.

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 two (2) bulletin boards, one (1) for the warehouse employees and one (1) for the transportation employees 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.

ARTICLE 21 TRAINING

21.01 (a) An employee, other than a "Driver" who does not hold and has not formerly held at any time a Class "DZ/AZ" driver's license and who could otherwise reasonably be expected to drive for the Employer for at least ten (10) years prior to normal retirement age, may apply to the Employer and upon written confirmation from the Employer shall be entitled to be enrolled once only during the course of his/her employment, to be trained by the Employer and the Ministry of Transportation of Ontario toward qualifying for such Class "DZ/AZ" driver's license.

(b) The Employer shall post for training at least once per agreement year with applicants to be selected by seniority in accordance with Article 13.00 herein.

(c) The foregoing conditions having been met, the Employer:

The Employer shall pay, for training of not less than two (2) employees with three (3) years'

seniority or more each year for the term of the Collective Agreement. Such employee must have been accident-free for the previous two (2) years, must have a driving abstract which is acceptable to the Employer, and must not previously have been demoted from the Driver's position provided that there are sufficient employees with interest.

An employee shall receive training only at times during which he/she is not scheduled to work for the Employer and should he/she obtain a Class "AZ" driver's license pursuant to this Article 21.01 (a) he/she shall provide the Employer with his/her agreement in writing, that:

- If after having obtained a Class "AZ" license as provided in Article 21.01 (d) and prior to his/her transfer to the classification "Driver" or "Shunter", he/she does not apply for all such vacancies and temporary transfers as a driver, or,
- If thereafter his/her employment terminates by reason other than lay-off or retirement, prior to his/her transfer to the classification "Driver" or "Shunter",
- If thereafter 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.
- The Employer shall post for Class "AZ" license

training to provide an opportunity for "DZ" license "Drivers" to upgrade to an "AZ" license. The Employer will post as it deems necessary and shall provide such training.

21.02 Except for "Driver" training as specifically provided for in Article 21.03 (a) hereof, when the Employer decides to train employees, it shall announce the schedule and the nature of such training. From within the department, shift and workweek where the job for which training is required exists, the Employer shall attempt to obtain the number of candidates required in order of most seniority. If training takes place during non-working hours, a trainee shall be paid at the appropriate overtime rate.

21.03 (a) Training to drivers for forklift operation will be provided once they have been successful in bidding for a forklift position.

(b) An employee in a training program to qualify as a "Fork Operator" will not, while in training be engaged in work which results in displacing a regular Fork Operator.

NOTE: For the purpose of this Article, the term "Fork" includes:

- High Lift Fork
- High Pick Fork
- Swing Reach Fork

21.04 All drivers will be fully trained on any devices they are required to use (including but not limited to scanners, reefers, electronic logs, etc.).

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, 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.

22.03 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.

ARTICLE 23 DURATION OF AGREEMENT

23.01 This Agreement shall, unless changed by mutual consent become effective as of the 9th day of October, 2023 upon signing of agreement and shall continue in full force and effect until the 8th day of October, 2028 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.

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

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

Ratified this 28th day of October, 2023.

For the Company:

Rajib Roy

Jason Welter

Dave Shaw

Amanda Roberts

Michael Persad

Aleksandra Whistle

Robert Delahey

For the Union:

Keith Bruce

Robert Metcalfe

Leonardo Ramirez

Raymond Tanner

Matt Janes

Harry Bains

Deepak Sharma

Haruna Sule

Kirt Money

Shawn Marchand

/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 except in cases of replacement of less than one week or otherwise provided in the Agreement such as Article 17.10(a).
- 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 three (3) months. Copies of these lists shall be forwarded to the Union office.
- A-5 Seniority for part time employees shall be for the purpose of being scheduled for work and to be hired for a full-time position.
- A-6 A steward will be present in any formal meeting between a part time employee and the Employer, were

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 and will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) his/her hourly rate of pay. Part-time drivers will be paid overtime on the basis of time and one half (1 ½) of his/her hourly rate after forty-four (44) hours.

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 of one hundred twelve dollars and fifty cents (\$112.50) payable at the completion of their probationary period and thereafter on their annual anniversary.

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 Whenever forty (40) hours of work per week shall be regularly available to a single casual employee in excess of the regularly scheduled work then

guaranteed to full-time employees in five (5) or less consecutive days and exclusive of relief work performed for employees who are absent or on vacation or job posting or mandatory overtime and exclusive of seasonal work, over a period of four (4) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive.

A-15 Part-time employees who have completed the probationary period and, complete one hundred and sixty (160) hours in any month shall be eligible for the Employers Health and Welfare benefits in the following month. For information purposes only, a summary of the benefits provided under the current plan is attached as appendix "E".

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%

APPENDIX "C"

For information purposes only, a summary of the benefits provided under the current plans follows:

BASIC BENEFITS

All eligible full-time employees will receive the following benefits paid by the Employer:

- Health and Dental Care benefits
- Life and Accident (AD&D) Insurance
- Employee Assistance Plan (EAP)
- Short Term Disability Benefits
- Long Term Disability Benefits

Group Life Insurance	1.5 x annual earnings, excluding premiums and incentive pay
Accidental Death & Dismemberment (AD&D)	1.5 x annual earnings, excluding premiums and incentive pay
Short Term Disability*	Please see note on Page 37
Long Term Disability	60% of pre-disability monthly earnings, excluding premiums and incentive pay
Health Care	See summary
Dental Care	See summary
Employee Assistance Plan	Confidential counseling service for you and your family

In addition to the above benefits you receive, you have the ability to purchase additional Life and Accidental Death and Dismemberment coverage for yourself and your eligible dependents.

Alternatively, you do not have to participate in the Health and/or Dental Care plans. If you choose not to, the Employer will provide you with a Health Care Spending Account (\$150 annually for Health and \$150 annually for Dental) which will provide limited reimbursement of Health and Dental expenses incurred.

HEALTH CARE

*If you select not to participate in the Health Care Plan, you will receive a Health Care Spending Account in the amount of \$150.00 for the year.

HEALTH CARE OPTIONS

This chart contains a summary of the Plan. Complete details of the Health Care Coverage will be provided in an employee Benefit Booklet.

	Plan Details	Spending Account
Hospital	In Canada: Private Room & Board 100%	If you select not to participate in the Health Care Plan, you will receive a Health Care Spending Account in the amount of \$150.00 for the
Emergency Medical Travel Coverage	Outside Canada: Private Room & Board 100%, Other medical emergency services 100%	
Prescription Drug Card	100% Drug Card– Generic/Managed Formulary	
OTHER SERVICES		
Deductible	No Deductible	
Co-Insurance	80%	
STD	*See explanation below this table	

Paramedical Practitioners	<p>No max per visit to a combined maximum of \$2000/calendar year for the following:</p> <p>Physiotherapist, Chiropractor, Osteopath, Podiatrist, Speech Therapist, Acupuncturist, Masseur, Naturopath, Athletic Therapist</p>	year.
Clinical Psychologist	Up to \$40/visit to a maximum of \$750 per calendar year.	
Services & Supplies	<p>Medical and post-surgical equipment and prosthetics: no maximum</p> <p>Per year maximum for: Orthopaedic shoes \$250, support hose \$100, orthotic inserts \$450 every 12 months</p> <p>Accidental Dental: No maximum</p>	
Vision Care	<p>Co-Insurance 100%</p> <p>Frames, lenses and contact lenses: \$400 every 24 months, every 12 months for children under 18.</p> <p>Eye exams: up to \$80 every 24 months, every 12 months for children under 18</p>	
Hearing Aid	\$500 every 5 years	

SHORT TERM DISABILITY

* Short term disability (STD) replaces a portion of your income for up to 26 weeks if you are unable to work due to illness or injury that takes place outside of the work place (non-occupational illness/injury).

Employees absent for 3 consecutive days will be required to provide a doctor's note; if the employee is going to be off for 5+ working days (or 40 working hours), STD documentation will be completed and submitted to the Human Resources Dept.

Claims will be adjudicated by the insurance carrier in all cases.

The first five days of illness are paid at 100% of your gross wages from your available sick hours. Employees will receive 70% of gross income calculated over the previous sixteen (16) week period immediately preceding the claim for the remaining days in the first month of absence. For an absence that continues beyond one month, employees receive 65% of gross income over the prior sixteen (16) week period immediately preceding the claim up to an absence of six months.

DENTAL CARE

*If you select not to participate in the Dental Care Plan, you will receive a Dental Care Spending Account in the amount of \$150.00 for the year.

This chart contains a summary of the Dental Plan. Complete details of the Dental Coverage will be provided in an employee Benefit Booklet.

Current Dental Fee Guide

	Plan Details	Spending Account
Deductible – Applies To All Coverage	No Deductible	If you select not to participate in the Health Care Plan, you will receive a Health Care Spending Account in the amount of \$150.00
Basic Procedures	Maximum benefit: \$2500/year per person	
Co-Insurance	100%	
Diagnostic and Recall Exam	Adult: once every 6 months Child under 18: once every 6 months	
Cleaning and Scaling	Once every 6 months	
White Fillings	100%	
Periodontal, Endodontic, Surgical, Repairs & Restoration	90%	

Major Procedures	Maximum benefit: \$2,000/calendar year per person	for the year.
Dentures	50%	
Dentures Replacement	Once every 5 years	
Crowns	50%	
Bridges	50%	
Orthodontia	50%, up to a lifetime benefit of \$2,000	

Option Drug Card

APPENDIX "D"

- a) Effective October 10, 2023 the Employer shall contribute three hundred twenty (\$320) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

- b) Effective October 10, 2024 the Employer shall contribute three hundred sixty-two (\$362) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

- c) Effective October 10, 2025 the Employer shall contribute four hundred six (\$406) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

- d) Effective October 10, 2026 the Employer shall contribute four hundred fifty-two (\$452) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

- e) Voluntary Employee RRSP Contribution

The Employer agrees to participate in the Teamsters Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the employer with authorization to make deductions from their payroll by way of completing a

RRSP enrollment form. The Employer will collect the enrollment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Pension Plan administrative agent. The Employer will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Pension Plan as described in Schedule 1 herein.

- f) The Employer shall forward all contributions to the Pension Plan Insurance Carrier or the Teamsters Pension Plan administrative agent within twenty (20) days of the end of the work month. The union may file a grievance if contributions are not remitted by the date due.
- g) The Employer agrees to provide any and all information required for the administration of the Pension Plan including but not limited to: (i) all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN); (ii) Addresses to be updated as well as marital status, terminations or resignations to be clearly identified. The Employer will be reimbursed by the union on an annual basis for an administration fee.
- h) Extensions of benefits for Non-compensable or Compensable Disability or Injury.

The Employer shall continue Pension benefits, for a period not to exceed twelve (12) months, by remitting the contribution rate defined in this Collective Agreement as specified herein for any employee who is

- off work due to a non-compensable disability or injury or a compensable disability or injury.
- i) Extension of Benefits for Employees on Lay-Off

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

The Employer is only responsible for the monthly contributions as described above and for providing the information required to administer the pension plan.

APPENDIX "E"

PART-TIME BENEFITS

All eligible part-time employees have coverage as outlined below:

Group Life Insurance	\$20,000
Accidental Death & Dismemberment	\$20,000
Health Care	See summary
Dental Care	See summary
Employee Assistance Plan	Confidential counseling service for you and your family

HEALTH CARE

This chart contains a summary of the Health Care Plan. Complete details of the Health Care Coverage will be provided in an Employee Benefit Booklet.

	Plan Details
Hospital	In Canada: Private Room & Board 100%
Emergency Medical Travel Coverage	Outside Canada: Private Room & Board 100%, Other medical emergency services 100%
Prescription Drug Card	100% Drug Card– Generic/Managed Formulary
OTHER SERVICES	
Deductible	No Deductible
Co-Insurance	80%
Paramedical Practitioners	No max per visit to a combined maximum of \$2000/calendar year for the following: Physiotherapist, Chiropractor, Osteopath, Podiatrist, Speech Therapist, Acupuncturist, Masseur, Naturopath, Athletic Therapist
Clinical Psychologist	Up to \$40/visit to a maximum of \$750 per calendar year
Services & Supplies	Medical and post-surgical equipment and prosthetics: no maximum Per year maximum for: Orthopaedic

	shoes \$250, support hose \$100, orthotic inserts \$450 every 36 months Accidental Dental: No maximum
Vision Care	Co-Insurance 100% Frames, lenses and contact lenses: \$200 every 24 months, every 12 months for children under 18. Eye exams: up to \$40 every 24 months, every 12 months for children under 18
Hearing Aid	\$500 every 5 years

Option Drug

DENTAL CARE

This chart contains a summary of the Dental Care Plan. Complete details of the Dental Care Coverage will be provided in an Employee Benefit Booklet.

Dental Fee Guide with One (1) Year Lag

	Plan Details
Deductible – Applies To All Coverage	No Deductible
Basic Procedures	Maximum Benefit: \$2,000/calendar year per person
Co-Insurance	100%
Diagnostic and Recall Exam	Adult: once every 12 months Child under 18: once every 6 months
Cleaning and Scaling	Once every 6 months
Periodontal, Endodontic, Surgical, Repairs & Restoration	90%
Major Procedures	Maximum benefit: \$2,000/calendar year per person
Dentures	50%
Dentures Replacement	Once every 5 years
Crowns	50%
Bridges	50%
Orthodontia	50%, up to a lifetime benefit of \$2,000

SCHEDULE 1

SUMMARY OF PENSION PLAN

PENSION PLAN:

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

RESPONSIBILITY:

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

THE EMPLOYER: The employer is only responsible for remitting the contribution rates and providing the pertinent information required to administer the Pension Plan as specified under Article 15.10 (b) and (e) respectively.

PENSION PLAN MEMBER: The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to him through the Insurance Carrier, or others of his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income.

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

Money Purchase or Defined contribution Plan:

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

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

Eligibility:

As outlined above.

Investments:

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

Vesting:

A member is entitled to the value of his Member's Account immediately upon becoming a Member of the Plan. The Member's Account is locked-in (vested) immediately and must be used to provide a monthly pension. No benefits are paid until a member terminates employment, retires or dies.

Retirement:

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

Termination:

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a deferred pension (or if at least age 55 an immediate pension) using the full value of his/her Member's Account; or to transfer the full value of his/her Member's Account to a locked-in RRSP, another registered Pension Plan (or a Life

Income Fund, if applicable).

If a Member is not locked-in when he/she leaves the Plan, the Member will receive a lump sum payment equal to his/her Member's Account.

Pre-Retirement/Death:

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

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

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

Once each calendar year, the Union will provide an information/education seminar facilitated by the administrators of the Teamsters Defined Contribution (D.C.) Pension Plan and the Voluntary RRSP, at a time and place to be advised by Notice on the Union Bulletin Board. Attendance at such seminar shall be voluntary.

**LETTER OF UNDERSTANDING #1
BETWEEN
SYSCO FOOD SERVICES OF TORONTO
AND
TEAMSTERS LOCAL UNION N. 419**

RE: LUMPERS

This letter of understanding will confirm the role of persons employed by third-parties for lumping. Third-party employees shall not perform any work that bargaining unit employees perform.

Ratified this 28th day of October, 2023.

For the Company:

Rajib Roy

Jason Welter

Dave Shaw

Amanda Roberts

Michael Persad

Aleksandra Whistle

Robert Delahey

For the Union:

Keith Bruce

Robert Metcalfe

Leonardo Ramirez

Raymond Tanner

Matt Janes

Harry Bains

Deepak Sharma

Haruna Sule

Kirt Money

Shawn Marchand

**LETTER OF UNDERSTANDING #2
BETWEEN
SYSCO FOOD SERVICES OF TORONTO
AND
TEAMSTERS LOCAL UNION N. 419**

RE: CELL PHONE ALLOWANCE

- 1) The Company will provide each Delivery Associate with a \$30/month cell phone allowance. The allowance will be payable as \$13.85 per pay and is considered a taxable benefit.

- 2) The Delivery Associate agrees to maintain an active cell phone plan and will provide the cell phone number to the Company. While actively working, the Delivery Associate agrees to conduct Company business communications and is responsible for answering their cell phone when required unless doing so would violate the Distracted Driving and Electronics Policy.

- 3) Participation in the cell phone allowance program is voluntary. Delivery Associates who wish to keep their Company provided device and forgo this allowance will need to advise their Supervisor.

Ratified this 28th day of October, 2023.

For the Company:

Rajib Roy

Jason Welter

Dave Shaw

Amanda Roberts

Michael Persad

Aleksandra Whistle

Robert Delahey

For the Union:

Keith Bruce

Robert Metcalfe

Leonardo Ramirez

Raymond Tanner

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Harry Bains

Deepak Sharma

Haruna Sule

Kirt Money

Shawn Marchand

2023

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Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

**Recording Secretary/Business Agent:
Keith Bruce**

Office: (905) 670-4190 x235

Fax: (905) 670-4957

Cell: 705-559-0106

Email: keith@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



Follow us on Social Media...