



Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

VersaCold Logistics Services GP Ltd.

(Milton and Vaughan)

(hereinafter referred to as the "Company")

January 1, 2024 to December 31, 2026



IMPORTANT

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

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

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

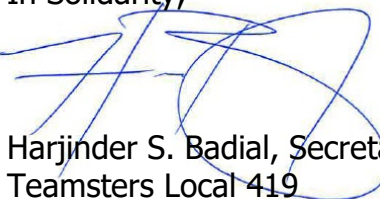
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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

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

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

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of
Versacold Logistics Services (Milton and Vaughan)**

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 Company and the Union agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 **Joint Labour/Management Consultation Meetings**

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every month. At each meeting, the Chair rotates; the Company will take minutes, and both parties will agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "B" of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the jurisdiction of the Union including all employees of Versacold Group Shipping, and employees employed as Customer Service Representatives on the Order Desk, inventory staff and dispatchers, being Highway 25/Bronte Road to the West, Courtice Road to the East, Lake Ontario to the South, and Highway 9 and up to Orillia to the North, save and except supervisors (including "Chief Engineer"), persons above the rank of Supervisor, sales staff and drivers.

The Union acknowledges that the Company has a practice of having persons who are not employees of the Company perform work in the workplace. These persons are lumpers, contract engineers and contract office cleaners. The parties agree that such persons who are not employees of the Company will not be covered by this collective agreement. Contract engineers will only be used after all available qualified bargaining unit engineers have been offered the work; the exception being the current practice of major overhaul of equipment.

Each site will maintain its own seniority for the purposes of scheduling, vacation, and internal job postings; however, there will be a bargaining-unit wide master

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seniority list for other purposes, including layoff and surplus job postings.

- 2.02 It is understood that the operation and Management of the Company shall be vested in the Company subject to the provisions of the Agreement and the bargaining rights of the Union.
- 2.03 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the feminine gender is used in this Agreement, it shall include the masculine gender.
- 2.04 Part-time, Students and Agency employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement
- 2.05 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit, except:
- (a) For the purpose of instruction or training, or
 - (b) Situations which, for operational or client service reasons require immediate action.
 - (c) The work of Inventory Co-ordinator(s) in the performance of their job.
- 2.06 No work will be contracted out which is normally performed by members of the bargaining unit except with approval and a letter of understanding from Local 419.
- 2.07 The Company agrees not to enter into an agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.08 With the adoption of this agreement, no practices, customs, or other terms and conditions of employment in effect prior to the coming into force of this Collective Agreement shall continue unless negotiated and expressly specified in this agreement.
- 2.09 The Company and the Union each pay fifty percent (50%) of the total cost of printing the Collective Agreement at a Unionized Printing Shop.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- 3.01 The management of the Company and direction of employees are fixed exclusively with the Company and shall remain solely with the Company, except as specifically limited by the provisions of this Collective Agreement. Without restricting the

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generality of the foregoing, it is the exclusive function of the Company to:

- (a) Maintain order, discipline, and efficiency;
- (b) Hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Collective Agreement are violated in the exercise of these rights;
- (c) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by employees, and provide a copy of such rules and regulations as may be made from time to time to employees and the Union.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet with his shift Steward for 15 minutes as part of the New Employee Orientation Program when it's mutually convenient for both parties.
- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to

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the Union. The Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.

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

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

(b) Twelve (12) check offs per year (calendar month).

Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.

4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

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

4.07 The Company shall deduct an amount equal to Union Dues from Casuals, Students, or Part-time employees who work 24 hours in a month, but are exempt from paying Initiation Fee.

4.08 The Company agrees to remit, twice annually to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Company recognizes the right of the Union to appoint or elect Stewards as below for the purpose of overseeing compliance with the Agreement. If a Steward identifies non-compliance by a Union member or management, it will be reported to management, and best efforts will made to achieve prompt resolution. There shall be no discrimination against Shop Stewards for lawful Union activities, and the Shop Steward shall not let their duties unduly interfere

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with their regular work assignment.

- a. One of the Stewards shall be elected or appointed as Chief Steward and located at any site under the Collective Agreement to be determined by the Union. The Chief Steward shall be paid the highest pay rate in the Agreement regardless of seniority or classification.
- b. The Chief Steward shall be responsible for all sites covered by the Agreement.
- c. The Chief Steward shall be copied on all correspondence regarding letters of discipline and all posting notices.
- d. Stewards shall be appointed or elected as follows:
 - Milton – seven (7)
 - Vaughan – four (4)
 - New sites – to be negotiated
- e. If the Company discharges a Steward, the Union shall be advised prior to such discharge and the Stewards shall have the right to representation from the Chief Steward or Union Business Representative.

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

5.03 Stewards shall be permitted to take up grievances during working hours without loss of pay as long as the Steward notifies Supervision in advance. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.

5.04 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

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

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- 5.06 The Company agrees, with prior written notice, to recognize any employees, appointed by the Union Stewards, to act as alternate Stewards to assist in the presentation of grievances, in the event that the Steward is absent from work.
- The Union shall be copied on all correspondence regarding letters of discipline and all posting notices.
- 5.07 If the Company intends to discharge a Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.
- 5.08 The Union and/or the union steward shall be copied on all correspondence regarding letters of discipline and all posting notices.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required, within Seven (7) calendar days of the occurrence or the date of discovery thereof.
- 6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement.
- 6.04 **Step One**
- Any grievance of an employee shall first be taken up between such employee, his Steward and his Supervisor, within seven (7) calendar days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be

returned within seven (7) calendar days.

6.05 Step Two

Failing settlement under Step One, the matter will be taken to Step Two. The Union designate shall be the Steward, and the Company designate shall be the General Manager for the site or his delegate. With consideration to the needs of the business, and whenever possible, this meeting shall be conducted as close as possible to the Grievor's regular start time with no loss of pay for the Grievor's

attendance at the meeting. The grievance may be resolved by agreement and the decision shall be final and binding. The written decision shall be given to all parties within five (5) calendar days of the meeting.

6.05 (b) Step Three

Failing settlement under Step Two, the matter will be taken to Step Three. The Union designates shall be a Business Agent and/or the Chief Steward, as the case may be; the Company designates shall be the Regional Manager or delegate and a human resources representative. The grievance may be resolved by agreement and the decision shall be final and binding. The written decision shall be given to all parties within five (5) calendar days of the meeting. This meeting must be conducted once a month.

6.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step Two of the grievance procedure at any time within fifteen (15) calendar days of the occurrence or the date of discovery thereof giving rise to such grievance, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Extension of Time Limits

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

6.08 Discharge or Suspension Notice

If the Company 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. Unless the suspension is pending in which case notice shall be given out as per article 6.09

6.09 Discharges and Suspensions

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 five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation.

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

While on a paid suspension, the employee shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

6.10 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

6.11 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbal, written

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warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will do everything in its practical power to ensure that a steward is present at any disciplinary meeting, failing which, the discipline shall be deemed null and void.

It is understood that coaching sessions will not be counted as disciplines and stewards may attend if requested by the employee.

6.12 Employee's Record

Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months, provided that there has been no reoccurrence of the same issue. Twelve (12) months shall be increased for twenty-four (24) months for issues of workplace harassment or violence.

6.13 If adverse statements, warnings, reprimands , etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

6.14 Any employee, with seven (7) days' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

6.15 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.

6.16 Where no answer is given within the time limits specified in the grievance procedure, the grievance shall be entitled to be submitted to the next Step in the grievance procedure.

ARTICLE 7 - ARBITRATION

- 7.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a twenty (20) calendar day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Ministry of Labour in accordance with the Ontario Labour Relations Act.
- 7.03 The arbitrator appointed shall hear and determine the grievance 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 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 of Labour.
- 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 Company 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 (managers for the Company and stewards for the union) 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.

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Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty 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 hours following the hearing.

ARTICLE 8 - STRIKES AND LOCKOUTS

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

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 The following straight-time hourly rates shall be in effect during the term of this Agreement:

	Current	2024 (5% increase)	2025 (5% increase)	2026 (5% increase)
Warehouse	\$ 30.67	\$ 32.20	\$ 33.81	\$ 35.50
Engineer	\$ 36.35	\$ 38.17	\$ 40.08	\$ 42.08
Inventory	\$ 30.67	\$ 32.20	\$ 33.81	\$ 35.50
Janitor	\$ 27.38 *	\$ 28.75	\$ 30.19	\$ 31.70
Operations Support	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
Dispatcher**	\$ 29.57	\$ 31.05	\$ 32.60	\$ 34.23

* This rate reflects a market adjustment

** Subject to Letter of Understanding re Red-Circling

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3 X 12 Hour Shift

(a) The standard work week shall consist of three (3) consecutive days of twelve (12) hours each;

(b) **Hourly Bonus Program**

Any employee who works a twelve (12) hour shift under this provision shall receive a bonus premium as follows for each hour worked:

Jan 01 2024	Jan 01 2025	Jan 01 2026
3.58	3.76	3.95

Engineers' On-Call Premium

The on-call premium for Engineers will be \$40 per day.

9.02 (a) Employees hired as Warehousemen prior to ratification shall be paid a new hire rate as follows:

During probation 80% of prevailing Warehouseman rate
After completing probation 85% of prevailing Warehouseman rate
Start of 2nd year of service 90% of prevailing Warehouseman rate
Start of 3rd year of service 95% of prevailing Warehouseman rate
Start of 4th year of service 95% of prevailing Warehouseman rate
Start of 5th year of service As per Article 9.01

(b) Employees hired as Warehousemen or Janitor after ratification shall be paid a new hire rate as follows:

During probation: \$18.00 /hour
After completing probation \$19/hour
Start of 2nd year: 75% of prevailing warehouse rate
Start of 3rd year: 85% of prevailing warehouse rate
Start of 4th year: 90% of prevailing warehouse rate
Start of 5th year of service As per Article 9.01

9.03 Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification.

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With reference to the above, if there are any transfers to the higher classification, the employee transferred must be able to perform all functions of the higher classification to qualify for the higher rate of pay. It is further agreed that the Company shall make all reasonable efforts to train employees to be interchangeable between job classifications.

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

(b) The Company agrees to make all reasonable efforts to ensure that any pay shortages of more than \$100.00 is paid to the employee within three (3) business days of the day on which the employee brings the shortage to the Company's attention, assuming that the short pay was due to company error. Absent that the difference will be paid out in the next regularly scheduled pay date.

9.05 It is understood that the shift premium is an integral part of the employee's wage rate and therefore is payable for stats, floaters, vacations, training and union business. Overtime will not be applied to the shift premium.

9.06 When the job functions are changed or developed for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate of pay with the Union. If the parties fail to agree on the matter, the matter shall be resolved through the arbitration procedure.

9.07 **Shift Premium**

Employees who are assigned to work on or after 11:00am and before 6:00 pm shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked while on that shift.

Employees who are assigned to work on or after 5:00pm and before 3:00am shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked while on that shift.

Weekend Shift Premium

Effective date of ratification, there shall be a weekend shift premium of two dollars and twenty-five cents (\$2.25) per hour payable to full-time employees on a regular shift (not overtime). A weekend shift shall mean any shift scheduled on any Saturday or Sunday.

No Lead Hands in the Agreement

State of Emergency Premium

The Union and Company agree that if at any time the Government of Canada, or Provincial Government declares a "State of Emergency" that results in the closure of businesses throughout the country or province, the company will meet with the union to discuss, premiums, and or working conditions as it relates to the welfare of our employees.

9.08 **Boot Allowance**

The Company shall provide each employee who is required to wear safety footwear with a pair of C.S.A. approved boots annually or as needed at no cost to the employee. A committee will be struck to help choose the style\styles of boots to be offered.

9.09 **Clothing Allowance**

- (a) The Company will supply thermal suits to all warehouse employees which must be worn by employees. The Company will provide a new suit to an employee every two years, or earlier if due to normal wear and tear the suit is no longer suitable, at which time the employee must return his old suit to the Company.
- (b) Gloves, mitts, liners and hats will be supplied by the Company.
- (c) The company will pay for the cleaning of the thermal suits.

9.10 An employee who works two (2) hours or more outside of his scheduled hours of work shall be paid a meal allowance of twenty (20) dollars.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 All regular full-time employees shall be entitled to the following legal holidays with pay:

New Year's Day

Labour Day

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Family Day	Thanksgiving Day
Good Friday	Day before Christmas
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before New Years

Two (2) Floaters

Floating holidays are to be taken during the contract year at the choice of the employee, subject to twenty-four (24) hours written advance notice and provided it does not conflict with the Company's need to maintain an efficient work force.

- 10.02 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an alternate day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.
- 10.03 Any shift commencing on or after 6:00 p.m. on the day immediately preceding the statutory holiday shall be deemed to be the holiday. All other shifts shall observe the holiday on the actual day of the holiday.
- 10.04 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.
- 10.05 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at Double (2x) the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.
- 10.06 If a Holiday falls on an employee's day off, he shall be entitled to a day off with pay on his next regularly scheduled work day.
- 10.07 The basis for payment for each of the above holidays shall be one (1) days pay at the same rate of pay and amount of hours in his regular shift as if he had worked.
- 10.08 Employees shall qualify for holiday pay only if they have worked their full regular shift on the day immediately prior to the holiday and their full regular shift on the day immediately after the holiday unless one (1) of these days was the regularly scheduled day off for the employee. If an employee is off work owing to verified illness the day before or the day after or both they shall receive the payment for the paid holiday.

ARTICLE 11 – VACATIONS

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority provided it does not conflict with the Company’s need to maintain an efficient work force.

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

Length of Service at January 1st	Vacation Entitlement
Less than one (1) year	One (1) day’s vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.
One (1) year or more but less than four (4) years	10 working days at 4% of total earnings from the Company in the twelve (12) month period prior to the anniversary date of an employee’s employment or five (5) days pay whichever is greater.
Four (4) years or more but less than nine (9) years	15 working days at 6% of total earnings from the Company in the twelve (12) month period prior to the anniversary date of an employee’s employment or eight (8) days pay whichever is greater.
Nine (9) years or more but less than fifteen (15) years	20 working days at 8% of total earnings from the Company in the twelve (12) month period prior to the anniversary date of an employee’s employment or ten (10) days pay whichever is greater.
Fifteen (15) years or more but less than (25) years	25 working days at 10% of total earnings from the Company in the twelve (12) month period prior to the anniversary date of an employee’s employment or thirteen (13) days pay whichever is greater.
Twenty-five (25) years or more.	30 working days at 12% of total earnings from the Company in the twelve (12) month period prior to the anniversary date of an employee’s employment or Fifteen (15) days pay whichever is greater.

Employees will be entitled to take vacation days in each calendar year based on the time off allotments in 11.02.

- (a) Vacation accrual will be based on the current calendar year; employees will earn vacation throughout the current calendar year they are working. Every January Employees will be eligible to take their vacation days before the

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actual dollars are earned, unless the employee is in a negative accrual status, exclusive of guaranteed days. Vacation shall be paid as a regular days pay or week however it is used. Any difference between the paid day or weeks and the percentage earned in article 11.02 shall be paid out the first pay period in December. However if at termination they have taken more vacation time than earned, the difference will be deducted from their final pay. At termination, an employee will be paid for all vacation dollars earned but not yet paid.

- 11.03 At the employee's option vacation entitlement can be taken in increments of single days or half days (up to five (5) such requests per year) providing it does not interfere with other employee vacation requests for a week or more and the employee has given the Company at least 24 hours notice.
- 11.04 When an employee's vacation time entitlement will increase during the calendar year because his relevant anniversary of service date will fall during the calendar year he will be entitled to the increased vacation time beginning in January of the relevant calendar year, to be taken during the relevant calendar year. For example, if an employee's completion of four (4) years of service date would fall in November 2024 he would become entitled to 120 hours vacation during calendar 2024 beginning in January 2024.
- 11.05 When an employee's vacation time entitlement will increase during the calendar year because his relevant anniversary of service date will fall during the calendar year he will be entitled to the increased vacation time beginning in January of the relevant calendar year, to be taken during the relevant calendar year. For example, if an employee's completion of four (4) years of service date would fall in November 2015 he would become entitled to fifteen (15) working days vacation during calendar 2015 beginning in January 2015.
- 11.06 The vacation period shall be from January 1st to December 31st.
- (a) All vacations must be approved in writing by the Supervisor and written notice must be given to the Payroll Department at least Seven (7) days in advance.
- (b) It is agreed that during prime time (i.e. June 01 to September 30) employees may only take a maximum of two weeks vacation. If there is a week(s) during prime time where the maximum number of employees on vacation per shift at any one time under Article 11.07 has not been met then an employee may, on a first come first served basis, take an additional week(s) of vacation.

11.07 (a) **Warehouse**

In determining vacation schedules the Company will consider employees' requests, provided they are submitted to the Company by November 1 per Appendix "E". The Company will endeavour to schedule vacations as requested by employees based on seniority, subject to maintaining an experienced work force capable of performing the work. Vacation schedules will be posted by November 30. Vacation requests submitted after November 30 will be given out on a first come first serve basis. Vacation time will normally be scheduled in forty (40) hour periods consistent with an employee's shift schedule at the time of vacation, with up to twenty percent (20%) of active employees per shift for Milton site/fifteen percent (15%) for Vaughan site or more whenever production requirements allow.

(b) **All Other Classifications**

In determining vacation schedules the Company will consider employees' requests, provided they are submitted to the Company by November 1 per Appendix "E". The Company will schedule vacations as requested by employees based on seniority, subject to maintaining an efficient work force capable of performing the work. Vacation schedules will be posted by November 30. Vacation requests submitted after November 30 will be given out on a first come first serve basis. Vacation time will normally be scheduled in forty (40) hour periods consistent with an employee's shift schedule at the time of vacation.

11.08 Total earnings shall include vacation pay paid in the previous year.

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

11.10 An employee leaving on vacation will have his choice to receive his vacation pay as follows:

(a) Next scheduled pay date

(b) Pay date prior to time being taken

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(c) Pay period during which time is taken

- 11.11 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.
- 11.12 An employee who is terminated for any reason whatsoever (including resignation) shall receive his unused accrued vacation credits since the last vacation date upon which vacation pay was calculated in accordance with his entitlement, that is, 4%, 6%, 8%, 10%, 12%, or 14%.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be as defined in Article 12.04 hereof and shall be recognized on a bargaining unit wide basis.
- 12.01(b) As of January 01, 2024 any employee who moves from one classification to another will maintain their bargaining unit wide seniority.
- 12.02 Seniority for Warehouse employees is as indicated on the seniority list for Warehouse employees.
- 12.03 The move from one classification to another could be due to a job posting or bump.
- 12.04 Employees in the Two (2) separate seniority groups identified in Clauses 12.02 and 12.03 hereof shall be listed and maintained on separate seniority lists, one (1) for the Warehouse employees, one (1) for Shipping and Customer Service Representatives on the Order Desk employees. Employees listed on the respective seniority list shall not be eligible under any circumstances to transfer or bump into the other seniority groups.
- 12.05 **Probationary Period**
- (a) Notwithstanding anything in this Agreement, an employee shall be on probation until he has completed 90 days of actual work. A probationary employee may be terminated in the sole discretion of the Company. In any grievance concerning a termination of a probationary employee the arbitrator shall have no jurisdiction to overturn the termination or modify the penalty in any way unless the Union establishes that the discharge was made in an arbitrary, discriminatory, or bad faith manner. After completing the probationary period,

the employee's seniority will begin from the date he was hired as full-time.

- (b) The probationary period is defined as the 90 days of actual work of a new employee which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.
- (c) Where two or more employees have the same seniority date (e.g. hired fulltime on the same day) and there is a need to establish which employee(s) has greater seniority for any purpose under the collective agreement, this will be done using the last 3 digits of their SIN number, with the lowest number having more seniority (e.g. 207 would have greater seniority than 805).

12.06 (a) Bumping Rights

In the event of a job elimination or lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from his site or classification shall be eligible to exercise his seniority in accordance with the above. If there are no-full-time positions available, the employee may bump the most junior employee on the overall seniority list within the bargaining unit or will be subject to lay-off.

If an employee chooses to accept a lay-off instead of a bump, they will not have another opportunity to bump until such a time as they are at risk of losing their seniority.

(b) Lay-off Notice

The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed more than one week, 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.

Where the Company determines to reduce the work force or reduce or delete shifts, the Company will lay-off employees in a classification in reverse order of seniority, provided the remaining employees have the qualifications, skill

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and ability to perform the work. Employees who are laid off in a classification may displace the most junior employee in another classification if they have more seniority than that employee and if they have the qualifications, skill and ability to perform the work. The Company agrees that part-time employees will not be assigned work if there are regular employees on layoff who have the qualifications, skill and ability to perform the work and are ready, willing and able to do so, to be reassessed on a day to day basis.

(c) Lay-off Benefits Coverage

The Company shall pay the Health & Welfare Benefits (for the benefits listed below) as described in Appendix "D", for a period of the month in which the employee was laid-off plus the next two (2) full calendar months following the date of lay-off.

- Prescription Drugs
- Vision Care
- Dental

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

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

12.09 Temporary Recall

- (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 one-hundred and forty (140) hours in a month or previous month shall qualify for the benefits listed in Article 12.06 (c) for the remainder of the month in question and the following month.

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(d) Notwithstanding Article 12.13 (6) herein, a laid-off seniority employee who works a minimum of eighty (80) hours in a month shall be deemed to have been recalled solely for the purpose of retaining his seniority.

12.10 The seniority lists shall be placed on the bulletin board. It will be revised by the Company once a year or after any change due to retirement, new hires, or terminations and copies of this list will be forwarded to the Union. The Company will periodically advise the Union as to any change in an employee's address, telephone number, Social Insurance Number or employee classification, when the Company becomes aware of any such change.

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

12.12 The Stewards shall be the last employees laid off, and their lay-off shall be in reverse order of their respective seniority within their shift. Once elected, the steward shall remain within their shift for the duration of his term.

12.13 **Loss of Seniority**

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

- (1) If an employee Quits or retires from the employ of the Company;
- (2) If an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) Is absent from work for three (3) consecutive working days without notifying the Company within that period, unless the failure to report is due to circumstances beyond the employee's reasonable control;
- (4) Fails to return to work upon the termination of an authorized leave of absence, unless the failure to report is due to circumstances beyond the employee's reasonable control.

- (5) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous 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 such temporary work without affecting their seniority status under this Agreement;
- (6) He is laid off for a period of Thirty-Six (36) months or his length of service, whichever is least.
- (7) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (8) When an employee is transferred or promoted to a position outside the bargaining unit.

12.14 Severance Package

In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, the employer agrees to pay two (2) weeks for every year of service, prorated for partial years (maximum of 52 weeks).

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

12.16 In the event of a permanent lay off or closure an employee will be offered any open positions within the company within the jurisdiction of the scope clause in article 2.01, for the notice period as per article 12.06 (b). Should an employee choose to transfer he shall keep his years of service with the company for the purpose of probation and vacation entitlement.

Should the employee choose not to accept any of the open positions he will be entitled to receive his severance as per article 12.14.

ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

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- 13.01 Where the Company decides to fill a vacant position, the position will be posted on the bulletin board for a period of seven (7) calendar days during which employees can submit a written bid for the position. Employees absent for any reason will be given an additional three (3) working days immediately after their return to bid. During this time the Company may fill the position on a temporary basis or otherwise assign the work as it deems appropriate.
- The sequence for filling a vacant position will be site first, then all sites. Successful candidates must meet the required qualifications for a position and will then have seven working days to establish competency in the job. Successful candidates shall remain on the shift into which they bid until the annual canvass or a new posting, whichever is first.
- A copy of the job posting and awards will be given to the Chief Steward. Names of people awarded jobs through bidding to be posted and the Chief Steward will be provided a copy.
- 13.02 When skill and ability are sufficient, seniority shall be the governing factor in filling the position(s).
- In the case of an Engineering position, evidence of the required and appropriate training, qualifications, and certification must be presented.
- 13.03 The successful candidate(s) will be given a seven (7) calendar day familiarization period in the job bid for. During this familiarization period the employee may elect to return to his prior position, if it exists, or the Company may return him to his prior position if the employee is unable to demonstrate an ability to perform the work required. An employee may only have one familiarization period in each year of the collective agreement.
- 13.04 Permanent full-time openings may be filled for a temporary period not to exceed fourteen (14) calendar days except where otherwise agreed by the Union and the Company.
- 13.05 An employee, who is temporarily transferred at the request of the Company to another classification, will receive his own rate or the rate for the other classification, whichever is the higher.
- 13.06 An employee on the afternoon shift or the night shift shall have the right to temporarily transfer by seniority to the day shift, ability being sufficient, for

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vacation, leave of absence, illness or accident replacement of 2 weeks or more. The Company will, once the summer vacation schedule has been determined, identify the vacancies available and allow seniority employees to apply to transfer to the dayshift within classification. Such determination shall be dependent upon there being a sufficient number of qualified employees remaining on the shift from which he transfers to enable the Company to operate efficiently. If the Company decides not to fill such a temporary vacancy it will not assign the work to part-time employees.

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

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

13.08 By November 1 of each year, the Company will canvass employees respecting their shift preference in accordance with seniority, if the employee has skill and ability to perform the available work. Positions will be assigned in accordance with the yearly bid and vacation selection guidelines attached as Appendix "E".

ARTICLE 14 - LEAVES OF ABSENCE

14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority. The granting of a Leave of Absence will not be unreasonably withheld. Under no circumstances shall any Leave of Absence continue in excess of six (6) months unless otherwise provided in the Collective Agreement.

14.02 The Company may grant leave of absence without pay if an employee requests it in writing from management.

14.03 The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario to those employees who make a written request to the Company.

14.04 The Company shall grant leave at the time of a bereavement as follows:

- (a) in the event of bereavement in the immediate family of an employee, meaning current wife, husband, son, daughter, sister, brother, parent, mother-in-law and

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father-in-law, step-mother, step-father, step-brother step sister or step child, grandchild or grandparent allow that employee such time off as necessary, not to exceed five (5) consecutive working days and;

- (b) In the event an employee is bereaved of a sister-in-law, brother-in-law, Aunt or Uncle and if the funeral is attended, allow two (2) working day off as necessary, and;
- (c) in either case, the employee shall be paid at his hourly rate for the days he otherwise would have worked his regularly scheduled hours.
- (d) At the request of the employee, and with the approval of management, such leave may be extended without pay.

14.05 Where an employee is required to serve as a juror or as a Crown witness and provides proof within 3 calendar days of that obligation to the Company, the Company will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of the leave, at the employee's hourly rate, minus any amount received by the employee for acting as a juror or as a Crown witness. In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served and the amount of money received.

14.06 When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay or benefits for the period during which he is elected or appointed to fulfill such position, and it shall not exceed five (5) years.

ARTICLE 15 – HEALTH & WELFARE

15.01 The Company agrees to pay 100 % the cost of the Group Insurance Plan, which will include the following coverage as specified in Appendix "D". The Company's only obligation with respect to benefits will be to pay the Employer's share of the premium cost for the benefits listed in Appendix D. Any complaint by an employee regarding eligibility for, or as to the administration of, insurance and/or benefit plans must be taken up directly with the carrier of the plan.

The Company will provide copies of said Plan to the employees and to the Local Union.

- (a) Coverage shall be for all eligible employees on the active payroll of the

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Company who have completed their probationary period and who have met the eligibility requirements for the relevant policies or plans. Eligibility for and entitlement to coverage is governed by and subject to the terms and conditions of the insurance policy or policies.

- (b) Employees are eligible for coverage in respect of long term disability insurance. Any costs associated with this benefit will be paid 100% by employees who elect to enrol and premium payments will be paid through payroll deductions. Coverage shall be for all eligible employees on the active payroll of the Company who have completed their probationary period and who have met the eligibility requirements for the relevant policies. Eligibility for and entitlement to coverage is governed by and subject to the terms and conditions of the insurance policy or policies.
- (c) For employees with more than 4 years of service with Versacold, Versacold will pay 100% of the premium cost for LTD benefits. For employees who voluntarily choose to present documentary proof (e.g. benefit statements from the benefit carrier) to Versacold that in a calendar year they submitted eligible claims under the 2 Degree Benefit Program Extended Health coverage provisions in excess of \$3,500 in total for which they were approved for and paid the 80% coverage by the benefit carrier, Versacold will make a one-time-only lump sum payment to the employee in an amount equivalent to 5% of the total of such claims, less deductions required by law if any. For example, if the total value of such claims was \$5,000, Versacold would make a one-time-only lump sum payment to the employee in the amount of \$250, less deductions required by law if any.
- (d) **Extension of Benefits for Non-Compensable or Compensable Disability or Injury**

The Company shall continue welfare benefits for any member who is off work due to non-compensable disability or a compensable disability or injury and is receiving Short Term Disability, Long Term Disability, or WSIB payments. For up to two (2) years as long as the employee has signed a waiver of premiums,
- (e) There shall be no waiting period for benefits to be reinstated upon return of a leave of absence or layoff to fulltime position

15.02 **Personal Leave Time**

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Full-time employees shall be granted personal leave hours after completing the probationary period, subject to the following conditions.

- (a)** The Company will grant full-time employees sixty-four (64) hours personal leave days per year each January 1st, to be paid out the beginning of December, and employees who use leave in December, who have already received this pay, will not be paid twice.
- (b)** Any unused personal leave time shall be paid at the rate of one-and-one-half (1 1/2) of the employee's regular straight-time wages for each unused sick leave hour, to be paid in the first pay period of December in each year. At the employee's option he can transfer the sick leave payment to an RRSP account.
- (c)** It shall be payable on the next regularly scheduled pay date, based on your scheduled shift.
- (d)** Personal leave time can be utilized to offset the waiting period for short term disability. Employees must specifically request this.
- (e)** Personal leave may be taken in increments of a minimum of two (2) hours for the purpose of doctor's appointments or professional service appointments, providing seven (7) days' notice is given (except in the case of emergencies). If there is more than two, four-hour occurrences per calendar year, evidence of that appointment may be required by the Company.
- (f)** Sixty-four (64) paid personal leave hours per year is based on a full calendar year - employees joining the Company after January 1 will be allowed eight (8) hours personal leave for every two months in the calendar year commencing the month after his probationary period is completed.

- 15.03 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.
- 15.04 The Company shall provide the employee with a copy of the form "7" in the event of a compensable accidental injury.
- 15.05 Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:

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- (a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- (b) The Company reserves the right to select a qualified physician
- (c) The Union may have the employee re-examined at the union's expense.

15.06 The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until the employee's physician 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 Company will provide transportation.

15.07 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments to which he is entitled under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Company reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Company, which examination shall be paid for by the Company. The employee will provide the Company with a minimum of 24 hours notice of an anticipated return to work.

The Company will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be re-classified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:

- (a) be placed on lay-off (medical leave of absence without pay);
- (b) qualify for participation in any of the employee benefit programs to which he is entitled as a participating member;
- (c) qualify for Workers Safety and Insurance Board payments if his incapacity resulted from an on-the-job illness or injury.

15.08 **Medical Leave**

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

- 15.09 The Company will provide an annual stipend of one-hundred-fifty dollars (\$150) to be paid out on the first pay of December.
- 15.10 The Company agrees to participate in the Teamsters Defined Contribution (DC) Pension Plan to the extent of the contributions as set out in Appendix "C".

ARTICLE 16 - TRAINING

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

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

- 16.02 The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid course and provide proof of successful completion of same.

- 16.03 During the term of the current collective agreement the Company will extend to one warehouseman the opportunity to accept an Engineer in Training opportunity on the following basis:

- (a) The one Engineer in Training opportunity will be available to the warehouseman who first provides to the Company proof that he has recently passed the necessary exam(s) for a Class B Refrigeration Operator licence.
- (b) The Engineer in Training will be trained by the Engineer or Engineers who in the Company's opinion are best suited to provide the training.
- (c) The Engineer in Training shall be paid as follows during the training period:
75% of the relevant Engineer rate at the start of training.

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- 85% of the relevant Engineer rate when he has completed 1/3rd of the hours necessary to become an Engineer.
 - 95% of the relevant Engineer rate when he has completed 2/3rds of the hours necessary to become an Engineer.
 - 100% of the relevant Engineer rate after he has completed all of the hours necessary to become an Engineer.
- (d) After he has completed all of the hours necessary to become an Engineer the Engineer in Training can be assigned by the Company to Engineer duties as and when required, including for example, additional engineer work, vacation, sick leave and/or absence coverage. While performing Engineer duties he shall be paid the Engineer rate. While performing Warehouseman duties he shall be paid the warehouseman rate.
- (e) After he has completed all of the hours necessary to become an Engineer the Engineer in Training shall have priority for any Engineer vacancy over any applicant from outside the bargaining unit and shall accept any vacant Engineer position that he is offered.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 The normal work week for all employees in all classifications shall be forty (40) hours of work to be worked in five (5) days, Monday to Friday. The company agrees to give all shifts at least two weeks' notice of any change to their scheduled hours of work. The union recognises the Company's rights to scheduling under article 3.01 (c). Nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week.

An employee who is required to report for work during a regular work week shall receive for the regular work week at least twenty four (24) hours' notice unless for reasons beyond control (Act of God).

- 17.02
- (a) Employees will have two (2) twenty (20) minute breaks (one of which will be the employee's meal break) without loss of pay during the first and second half of each shift. At the beginning and end of each break, employees will be given two (2) minutes of travel time in addition to the 20 minutes of break time.
 - (b) Where overtime occurs in conjunction with a regularly scheduled shift, employees shall be allowed a paid fifteen (15) minute rest period at the normal quitting time, if two (2) hours or more of overtime work is

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scheduled.

- (c) An employee who has worked continuously in the freezer (0°C) or colder for one and one-half hours will at that point be out of the freezer or cooler for at least a ten minute period without loss of pay in order to warm up.
- (d) For employees on twelve (12) hour shifts only, their thirty (30) minute lunch break is with pay and they will have three fifteen (15) minute breaks.

17.03 The Company will provide a clean-up period of ten (10) minutes without loss of pay to all employees except OS, Customers Service, Dispatch employees, subject to statutory/regulatory compliance.

17.04 It is understood that the company has operational commitments and employees will endeavour to work overtime when requested to do so. Where there are not a sufficient number of employees willing to voluntarily work overtime, overtime can be assigned by the Company on a mandatory basis in reverse order of seniority within a classification. Assignment of overtime shall follow the same process as at present at each site:

- (a) **Milton:** For overtime at the end of a shift, the employer will offer the overtime on a top down seniority basis among employees on the shift. For scheduled overtime the Company will offer it on a top down seniority within the classification.

When there are two consecutive days of scheduled overtime, at the employee's option he shall choose the day and shift of choice in accordance with seniority.

The allocation of overtime opportunities outside an employee's classification shall also be on a seniority basis.

- (b) **Vaughan:** The company will endeavour to provide two hours of notice for any mandatory overtime assignment. For overtime at the end of a shift, the employer will offer the overtime on a rotational basis among employees on the shift. For scheduled overtime the Company will offer it on a rotational basis within the classification.

When there are two consecutive days of scheduled overtime, at the employee's option he shall choose the day and shift of choice in accordance with seniority.

17.05 (a) For a five (5) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

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- (b) For a four (4) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of ten (10) hours in a day and/or forty (40) hours in a week
- (c) For three (3) day work week employees, overtime will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of 12 hours in a day and/or forty (40) hours in a week
- (d) Work performed on employees scheduled days off are to be paid at time and one-half, all work performed on the employees second, third, or fourth day off will be paid at double time.
- (e) Employees will not suffer the loss of regular earnings or overtime because non-bargaining-unit employees were performing their work.
- (f) When posting Friday night overtime result the Company will keep back three (3) afternoon shift employees abiding by the site overtime process.
- (g) Where a statutory holiday or a floater/lieu day falls within an employee's regular work week, the Company will include statutory hours and floater hours as part of the total regular work hours for the week.
- (h) It is agreed that any work that is offered as out of town work shall be offered by seniority and paid at current applicable collective agreement rates. Expenses will be reimbursed based on formal company Travel Policy to be provided to each employee in advance. (i.e. \$60 per day for meals, receipts required, etc.)

17.06 An employee who is called in to work on a Paid Holiday or who is called back to work, or called to work on his scheduled day off shall be guaranteed a minimum of four (4) hours' pay double (2x).

17.07 **Overtime Before Vacations**

An employee leaving on a full week's vacation shall be eligible for work in the week before his vacation commences. He shall be ineligible for further work until Sunday midnight after his vacation.

17.08 Employees may switch shifts if they receive prior written approval from the appropriate manager. In respect of over-time for employees who have switched

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shifts, if the switched shifts are for one (1) scheduled work week or less, the employee will be asked only after all regular employees on the shift. If the switched shifts are for more than one (1) scheduled work week, the employees will fit into the shift rotation for over-time, beginning in the second week.

17.09 Banking Overtime

Employees shall be entitled to bank up to 160 hours of overtime per year to be either:

(a) Paid out at the employee's request or if unused by December of each year, subject to an employee's right to carry-over up to a maximum of 40 hours.

(b) Taken as time off in combination with vacation scheduling.

ARTICLE 18 - NO DISCRIMINATION

18.01 The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by Company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace.

18.02 The Company, 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. Disputes under the Human Rights Code will be processed through the grievance procedure under this Agreement.

18.03 Respect and Dignity:

The Company and the Union recognize the importance of establishing and maintaining a positive relationship at the workplace based on the principles of mutual respect and dignity. It is recognized that bargaining unit members and management representatives have different roles but it is also recognized that they should treat each other in a respectful manner while carrying out their roles.

ARTICLE 19 - BULLETIN BOARD

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- 19.01 The Company agrees to make available a company provided union bulletin board in the lunch room for use by the Union. This should be a lockable glass enclosed bulletin board no less than 36 inches by 22 inches in dimension. The Union stewards will be the only people with keys to the cabinet. The Company agrees to permit the posting in this cabinet of notices signed by a Union official of Union related business. Any postings must comply with Article 18.03.
- 19.02 Seniority lists shall be prepared by the Company on or about January 1st annually. A copy will be forwarded to the Steward as well as posted on the bulletin board.

ARTICLE 20 -HEALTH & SAFETY

- 20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of the Company's safety rules and procedures including those established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 20.02 The Company requires that safety footwear be worn as specified in the Company's Safety Rules.
- 20.04 **Joint Health & Safety Committee**
- There shall be a Joint Health and Safety Committee ("JHSC") at each site, with both management and employees represented. The Company shall ensure that the JHSC established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.
- If any JHSC meetings are cancelled, the Union must be notified with the reason and the new scheduled meeting date.
- 20.05 The Company will maintain all plant conditions on a basis that is conducive to the safety and health of the employees.
- 20.06 In addition to the employees right to refuse the Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 20.07 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the plant in a

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manner that is conducive to the safety and health of the employees.

20.08 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Company. All such protective devices shall remain the property of the Company.

ARTICLE 21 - DURATION

21.01 This Agreement, which supersedes all others, written, expressed or implied, shall continue in full force and effect from and including the 1st day of January 2024 to and including the 31st day of December, 2026.

21.02 Unless changed by mutual consent, this Agreement shall continue in full force and shall continue automatically thereafter for one (1) year periods, unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

Moninder Saini

Lynn Divell

Kenneth Blowes

/jq

APPENDIX "A"

- A-1 Part-time employees who work more than Twenty-Four (24) hours in a month shall be required as a condition of employment to pay an amount equal to the monthly union dues, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
- A-2 Part-time employees shall be considered as probationary employees until they have completed 720 hours of actual work, during which time they may be discharged or disciplined for any reason with the Employer's discretion. The Employer may not discharge the employee for purposes of enforcing additional probationary period. Upon completion of the 720 hours worked, the employee shall be either discharged or placed on the part-time seniority list as of the date of the commencement of his probationary period. In the event a part-time employee or student is hired to a permanent full-time position, his time worked prior to being hired to a permanent full-time position shall be credited towards his probationary period described in Article 12.02.
- A-3 A part-time employee shall be given the opportunity to apply for any available full-time position and shall be hired in order of most seniority, ability being equal, prior to such vacancy being filled by a new hire. Furthermore, a part-time employee shall be scheduled, or called in, for work by seniority.
- A-4 A steward will be present in any formal meeting between a part-time employee and the Employer, where the matter to be discussed is to become part of the employee's performance record.
- A-5 Part-time employees will work within the scheduled shifts and will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) his hourly rate of pay.
- A-6 Part-time employees shall not be used while full-time bargaining unit employees are on lay-off until said full-time employees are first offered recall to work. At all times, full-time employees will be given preference.
- A-7 Part-time employees will only work overtime after all qualified full-time employee have been offered the overtime opportunity first.

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- A-8 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. Part-time employees shall not be used on any shift starting prior to 3:00 pm or in such a manner that will cause the lay-off of a seniority employee.
- A-9 **Part-time employees will:**
- (a) Be granted rest periods as set out in Article 17.02 of this agreement.
 - (b) Receive vacation pay as determined under the Employment Standards Act to be paid on each pay period.
 - (c) Receive the paid holidays listed in Article 10.01 Except for floaters at their current rate
 - (d) Be entitled to all rights under article 8.
 - (e) Be entitled to rights under article 18.
 - (f) Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.
 - (g) Be entitled to rights under Article 3
 - (h) Be entitled to rights under Article 12.02
- A-10 Whenever forty (40) hours of work per week shall be regularly available to an individual part-time employee for four (4) consecutive weeks a new full-time position will be created. The newly created position will be posted in accordance with Article 13. This clause shall not apply in the case where the work being performed is due to absence, vacation, job posting(s), or if the work being performed is during the peak period from June to September each year.
- A-11 (a) Warehouse
- Total part-time employee hours worked shall not exceed twenty (20%) percent of the regular hours represented by the number of full-time bargaining unit employees, and to replace regular employees absent for any reason upon a one-for-one basis.
- (b) CSR's/Clerks
- Total part-time employee hours worked shall not exceed ten (10%) of the regular hours represented by the number of full-time bargaining unit employees, and to replace regular employees absent for any reason upon a one-for-one basis.
- A-12 Shall be paid 75% of the same rate as set out in Article 9.01 for the job they are performing.

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Part-time employees hired as a Warehousemen or Janitor after ratification shall be paid a new hire rate of 75% of the rate in article 9.02(b).

APPENDIX "B"

JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

Objective:

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

1. Purpose and Commitment:

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

2. Structure of Committee:

For the Company

For the Union

General Manager and/or designate
Guests

All Stewards
Guests

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

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

5. Agenda:

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

6. Method of Keeping Minutes:

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

7. Chair Responsibility:

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

APPENDIX "C"

PENSION

- a) The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension Plan to the extent only of the contributions set out in this Article.
- b) As of July 1, 2012 the Company will contribute 5% of total gross earnings per month for each full-time member of the bargaining unit who has one year of seniority or more.

The Company shall forward all contributions monthly together with a list of all eligible members being reported each month within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

- c) Voluntary Employee RRSP Contribution

The Company agrees to participate in the Teamster Local Union 419 Voluntary Group RRSP to the extent of collecting payroll contributions made by employees provided that the employees provide the Company with authorization to make deductions from their payroll by way of completing an RRSP enrolment form. The Company will collect the enrolment 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 Local Union 419 Pension Plan administrative agent. The Company will make the payroll deductions from the member's gross, pre-tax pay.

- d) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Teamsters Local 419 Pension Plan administrative agent within twenty (20) days of the end of the work month.
- e) Unless precluded by law, the Company 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 Company will be reimbursed by the Union on an annual basis for an administration fee.
- f) Extension of benefits for Non-compensable or Compensable Disability or Injury

The Company shall remit The Pension Contribution Formula as follows.

The Base Hourly Rate X 5% X 173 Hours Per Month. for a period not to exceed three (3)

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months from the original date of absence, for any employee who is off work due to a verifiable non-compensable disability or injury and for twelve (12) months for a compensable disability or injury.

The Company is only responsible for the monthly contributions as described above and for providing the information required to administer the Pension Plan. It is understood that the Union has the authorization of the employees to have such information provided to it by the Company.

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APPENDIX "D"
(July 01, 2017)
MILTON BENEFIT PROGRAM

<i>Benefit</i>	<i>Coverage</i>	<i>Coverage Details</i>	<i>Premiums</i>
<i>Life Insurance</i>	2 X annual salary		100% employer paid
<i>AD & D</i>	2 X annual salary		100% employer paid
<i>STD</i>	75% of weekly earnings	\$1200 weekly max. Waiting period seven (7) days.	100% employer paid
<i>LTD</i>	70% of the first \$2250 of monthly earnings, plus 50% of the next \$3000, plus 40% of the remainder	\$8200 monthly max.	100% employee paid*
<i>Dental</i>	100% preventative services 80% restorative services 50% ortho services	- \$2500 annual dental max. for preventative and restorative combined - \$2500 lifetime max. for ortho	100% employer paid
<i>Extended Health</i>	- 100% coverage - vision care - 100% out-of-province emergency & travel assistance - Hearing Aids	- Prescription drugs with pay direct drug card. - supplementary health care benefits - \$300 per 24 month period for eye glasses for eligible adults and insured dependents over 18, and every 12 months per insured dependent under 18 - available to all insured dependents - \$500/5 years	100% employer paid

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<i>Vision Care</i>			
<i>Single cost</i>	N/A		
<i>Couple cost</i>	N/A		
<i>Family cost</i>	N/A		

(Available to employees who have completed 12 months of coverage on the plan)

*Premiums 100% paid by Versacold with the exception of LTD.

APPENDIX "E"

LETTER OF UNDERSTANDING

B E T W E E N

**VERSACOLD LOGISTICS SERVICES,
(the "Company")**

- and -

**TEAMSTERS LOCAL UNION NO. 419
(the "Union")**

YEARLY BID AND VACATION SELECTION GUIDELINES

All full-time employees shall bid for the assigned positions and vacation under the terms and conditions hereinafter set forth:

1. In November of each year, to be implemented in January of the following year, all regular full-time employees shall be eligible to bid for assignment to the blocks of work setup by the Company. Also all regular full-time employees will select vacation for the following year. The Company will post all blocks of work for each department at least two (2) weeks in advance of the signup. All employees will be given a designated time to bid and in the presence of the union steward and will have five (5) minutes to decide their preferred bid and vacation, failing that, the employee will have the right to bid again when all other regular full-time employees have bid.
2. Any employee who at the time of the bid, for whatever reason, who's expected date of return to work exceeds fifteen (15) weeks from the date of bid, shall not have the right to bid until the next bid period. Should the employee return to work during the bid, a bump will commence based off of the returning employee's seniority. Employees may only bid for jobs within their own classification and building.

LETTER OF UNDERSTANDING

(1)

BETWEEN

VERSACOLD WAREHOUSE MILTON FACILITY

Re: MILTON WORK ASSIGNMENTS

The Employer agrees to provide the Employees with the option of working on the dock or the freezer on the following conditions.

- 1) The parties agree that seniority shall only apply when the necessary skill, ability and efficiency of work is equal amongst qualified Employees.
- 2) The parties agree that those qualified Employees cannot pick and choose specific work assignments but rather use their seniority, provided the qualifications in #1 above are met, to decide to work in the dock, cooler, staging, freezer, should such an option be available.
- 3) This agreement is only applicable to those Employees that are scheduled on the affected shift and are present for the pre-shift meeting when such work assignments shall be assigned.

This Letter of Understanding in no way limits the Employer's management rights to schedule or direct its labour force as per Article 3.01.

The parties agree to meet to discuss alleged violations of this Letter of Understanding; however any violation will not have a monetary remedy.

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

Moninder Saini

Lynn Divell

Kenneth Blowes

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

LETTER OF UNDERSTANDING

(2)

BETWEEN

VERSACOLD WAREHOUSE MILTON FACILITY

AND

TEAMSTERS LOCAL UNION 419

Re: Work Assignments

The Employer agrees to provide the Employees with the option of working on the dock or the freezer on the following conditions.

- 1) The parties agree that seniority shall only apply when the necessary skill, ability and efficiency of work is equal amongst qualified Employees.
- 2) The parties agree that those qualified Employees cannot pick and choose specific work assignments but rather use their seniority, provided the qualifications in #1 above are met, to decide to work in the freezer or dock, should such an option be available.
- 3) This agreement is only applicable to those Employees that are scheduled on the affected shift and are present for the pre-shift meeting when such work assignments shall be assigned.

This Letter of Understanding in no way limits the Employer's management rights to schedule or direct its labour force as per Article 3.01.

The parties agree to meet to discuss alleged violations of this Letter of Understanding; however any violation will not have a monetary remedy. –The parties will meet prior to January 1, 2016 to discuss the Nestlé's case selection process.

This Letter of Understanding shall become effective January 1, 2016.

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

Moninder Saini

Lynn Divell

Kenneth Blowes

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

LETTER OF UNDERSTANDING

(3)

BETWEEN

VERSACOLD WAREHOUSE MILTON FACILITY

AND

TEAMSTERS LOCAL UNION 419

For the purpose of providing dedicated loaders to VTS in an effort to provide consistent labour and better efficiencies for improved Customer Service, the following protocol applies for the allocation or assignment of VTS work assignments:

The Company will post six (6) VTS assignments, which will be subject to the annual canvass for Warehouse employees.

The shift schedules will remain aligned with Warehouse schedules.

Any assignments added after the initial six (6) assignments may be subject to different shift schedules.

Any employees assigned to VTS work as above will be entitled to a \$2.00 premium for each regular hour worked. Overtime assignments outside the regular work schedule are entitled to overtime pay, but not the premium.

Consistent with the growth of the business, VTS has a significant learning curve, including many challenges as it adapts to new business models and the demands of meeting a complex schedule while fulfilling the needs of our customers. Accordingly, the Parties are committed to continue working together to investigate new ways and processes to maximize efficient and effective service for the benefit of the Company, its

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

employees and customers.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

Moninder Saini

Lynn Divell

Kenneth Blowes

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

LETTER OF UNDERSTANDING

(4)

BETWEEN

VERSACOLD WAREHOUSE MILTON FACILITY

AND

TEAMSTERS LOCAL UNION 419

RE: INVENTORY

Employees working in Inventory are required to complete returns.

Employees working in Inventory will not perform work outside of their classification. For clarity, employees may perform work above A Level when such work is within their classification.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

Moninder Saini

Lynn Divell

Kenneth Blowes

LETTER OF UNDERSTANDING

(5)

BETWEEN

VERSACOLD WAREHOUSE MILTON FACILITY

AND

TEAMSTERS LOCAL UNION 419

RE: RED CIRCLING

In the interests of all Parties, the following has been agreed to integrate the Dispatchers into the Versacold Logistics Collective Agreement.

- a)** As agreed, the following employees will be “Red Circled” and therefore will maintain the Dispatcher pay rate as defined as of November 25, 2023, until such time as the Dispatcher pay rate becomes equal to or surpasses the “Red Circled” pay rate:

In Milton:

1. Myles Langlois
2. Lakhjit Brar

- b)** In the first pay period of January each year of the current and future Agreements, the “Red Circled” employees will receive a lump sum cash pay-out equal to the dollar

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

amount wage increase defined in 9.01 (a) of the current collective agreement.

- c)** In addition to defined pension contributions outlined in Appendix. C, on January 1st of each year of the current and future collective agreement, all “Red Circled” employees will receive a lump sum pension contribution equal to the dollar amount wage increase defined in Article 9.01.
- d)** Should any of the “Red Circled” employees post to another shift or classification, they will be subject to the pay rate of such position. As such, this Letter will become null and void for said employee. Should they subsequently post back into the Dispatch, they will be subject to the current pay rate of Dispatcher.
- e)** All new hires, transfers or promotions into the Dispatch after January 1, 2024 will be paid the appropriate Dispatcher rate as per the collective agreement.
- f)** The Company and the Union will work cooperatively to merge the employees from the Dispatch into the bargaining unit seniority list.

Ratified this 25th day of November, 2023.

FOR THE UNION

Faheem Bhatti

Travis Haynes

Gary Padam

Kevin Thompson

Andrew Hardware

Joe Di Iorio

Jeremy Tureski

Audley Chambers

Ali Feizizadeh

FOR THE COMPANY

Zoran Duma

John Cullen

Virendra Suraj

Vito Vinci

TEAMSTERS LOCAL UNION 419 – VERSACOLD LOGISTICS SERVICES GP LTD.

Moninder Saini

Lynn Divell

Kenneth Blowes

2024

January

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February

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2025

January

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February

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June

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August

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2026

January

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February

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July

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27	28	29	30	31		

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

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www.teamsters419.ca

"IN SOLIDARITY WE RISE"

**Respect
Is a
Teamster
Contract**



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