

# MPORTANT

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 Crane Supply

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,

Jason Sweet, President Teamsters Local 419

"In Solidarity We Rise"

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#### **ARTICLE 1 - PURPOSE**

- 1.01 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote and co-operation harmony, to recognize mutual provide a channel through which interests; to information and problems may be transmitted from one to the other; to formulate rules to govern the relationship between the Union and the Company; to promote efficiency and service, and to set forth herein the basic Agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.
- 1.02 The Company and the Union agree to meet when required 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. The general guidelines for such meetings are noted in Appendix "B".

# **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company in its Crane Supply Division, at 141 Royal Group Crescent, save and except supervisors, persons above the rank of supervisor, office, clerical, sales staff and sales training.
- 2.02 Employees not covered by this agreement shall not perform work normally performed by members of the bargaining unit, while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week nor deprive them of overtime which would normally be assigned to them except:

- i. for the purpose of instruction or training or
- ii. where bargaining unit employee absence cannot at the time be offset by normal overtime, or
- iii. for sales or office staff making small urgent deliveries.

#### 2.03 <u>CONTRACTING OUT</u>

No work will be contracted out which is performed by members of the bargaining unit while employees are laid off or working less than a standard work week, or which would reduce the working force. This shall not mean at any time that the Company shall be required to continue any job which becomes redundant.

2.04 Prior to the use of temporary or agency personnel, the Company will meet with the Shop Steward to discuss the reason, term and scope of the work being completed.

#### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes the right of the Company to hire, lay off, discipline, discharge for cause, promote, demote, transfer and direct any employee; the right to establish, maintain and change from time to time fair and reasonable rules and regulations; the right to decide on the location of warehouses; the right to introduce new and improved methods and facilities at its warehouse at 141 Royal Group Crescent, subject to the terms of this Agreement.

#### **ARTICLE 4 - UNION CHECK-OFF**

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 upon commencing work and mail same to the Union office. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Shop Steward as part of the induction training program.
- 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 the Union. The Company shall deduct the monies from the first pay of an eligible employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) 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) checkoffs per year (calendar month).

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

- 4.05 The Company will list the annual regular Union dues paid by each employee on 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 provisions of Article 4.
- 4.07 Upon request from the Union, the Company will provide the Union the most recent list of addresses and phone numbers it has on file for all employees in the bargaining unit.

#### **ARTICLE 5 - COMPANY-UNION RELATIONS**

- 5.01 The Union shall notify the Company, in writing, of the names of its representatives as follows: Officers, bargaining committee members, grievance committee members and Stewards.
- 5.02 The Company acknowledges the right of the Union to appoint or otherwise elect three (3) Stewards. All Stewards shall be regular employees of the Company

actually at work who have completed the probationary period as hereinafter described. The Company will recognize and deal with such Stewards on matters properly arising out of this Agreement and all Stewards shall cooperate with the Company in the administration of this Agreement. If a Steward is to be absent, he will appoint a back-up Steward and advise the company in writing accordingly.

- 5.03 The Company undertakes to instruct its supervisory staff to co-operate with the Stewards in administering the terms and conditions of employment set out in this Agreement.
- 5.04 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The said employees will be advised of the terms and conditions set out in the said Agreement and will be introduced to the Union Steward.
- 5.05 The Union undertakes to secure from its Officers, Stewards and members, their co-operation with the Company and with all persons representing the Company in a supervisory capacity in the carrying out of the terms and requirements of this Agreement.
- 5.06 The right of Stewards to leave their work without loss of pay to investigate or adjust grievances is granted on the following conditions:
  - The Steward shall obtain the permission of his immediate supervisor before leaving his workplace, and such permission will not be unreasonably withheld;

- b) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending any grievance meetings and any preliminary meetings with Management. An employee having a grievance shall not leave his work without permission from his supervisor to discuss it with his Steward during working hours.
- c) The Company reserves the right to limit such time taken by Stewards or employees if it deems the time so taken to be excessive.
- d) For individual grievances, the Company will pay the wages of one (1) Shop Steward to attend Arbitration. For group or policy grievances, the Company will pay the wages of the applicable Shop Stewards. Applicable Shop Stewards will advise the Company of their absence from work prior to attending Arbitration.
- 5.07 The Company shall provide the steward with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:
  - A seniority list of employees showing their names, job classifications and seniority dates shall be posted on the bulletin board. This list shall be updated every six (6) months and a copy shall be sent to the Union office.
  - b) Job postings, job awards, promotions, demotions and transfers;

- c) Hiring's, discharges, suspensions, written warnings, verbal warnings, resignations, retirements and deaths.
- 5.08 The Company will pay the regular wages for three (3) Stewards who participate in negotiations for a Collective Agreement.
- 5.09 Following ratification of a new collective agreement, the company and the union agree to prepare and sign three (3) copies of a new collective agreement within ninety (90) days following ratification. The three (3) copies of the new collective agreement will be disbursed as follows; one (1) copy will be submitted to the Minister of Labour, Training and Skills Development, one (1) copy will be retained by the Union, and; (1) copy will be retained by the Company.
- 5.10 The Company and the Union agree that a softcopy of this collective agreement will be prepared in Microsoft Word or similar software and the digital file will be exchanged between the parties within ninety (90) days following ratification of a new collective agreement. The party preparing the new collective agreement will not encrypt, password protect, or otherwise restrict the other party from obtaining a softcopy version of this collective agreement.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 "Grievance" means a difference or dispute between the Company and any employee(s) coming specifically under this Collective Agreement and concerning the administration, interpretation, application or alleged violation of this Agreement. Any such grievance shall be dealt with in the following manner:

- STEP 1: The employee shall, in the presence of his Steward, first bring his problem to the attention of his supervisor who shall discuss it and reply the same working day.
- STEP 2: If the verbal reply at Step 1 is unsatisfactory, the employee concerned may, in the presence of his steward, submit a grievance in writing on forms supplied by the Union, to Management, who shall reply within five (5) working days after the grievance was submitted.
  - STEP 3: Failing satisfactory settlement at Step 2, an official from the Union, the aggrieved employee and the Steward shall meet with Management to discuss the grievance.

The decision of Management shall be given in writing within five (5) working days following this meeting.

- STEP 4: Failing satisfactory settlement at Step 3, the Union may refer the grievance to arbitration.
- 6.02 A Union or Policy grievance and group grievance shall be filed at Step 3.
- 6.03 Any of the time limits set out above may be waived or put in abeyance with the written mutual consent of the Union and the Company.

- 6.04 An employee shall have ten (10) working days to file a grievance from the time the employee should have reasonably known of the incident giving rise to the grievance.
- 6.05 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 6.06 In the event a dispute cannot be resolved by the end of Step 3 of the Grievance Procedure, the matter can be referred to arbitration by either party.

# **ARTICLE 7 - ARBITRATION**

- 7.01 a) Within twenty-one (2I) days of the final decision referred to in the Grievance Procedure, the party desiring arbitration will notify the other party in writing outlining in detail the issue to be arbitrated. The parties will select an arbitrator in accordance with Article 7.02 below.
  - b) The arbitrator shall not have the right or power to alter, amend or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, or to give any decision in-consistent with the terms and provisions of this Agreement.
  - c) The arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations subject to Article 6.06 of this Agreement.

- d) The arbitrator will have jurisdiction to determine whether a grievance is arbitral.
- e) If no written request for arbitration is received within twenty-one (21) days after the decision in Step 3 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The parties will have ten (10) working days following notice of arbitration to mutually agree on an arbitrator. If they fail to agree, the parties will ask the Labour Board to designate an arbitrator.
- 7.03 The parties agree to pay their own expenses plus the expenses of any witnesses they call, and to share equally the expenses of the arbitrator and such other expenses as may be mutually agreed upon.
- 7.04 No matter may be referred to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 7.05 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.
- 7.06 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.

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 - DISCHARGE AND DISCIPLINE**

- 8.01 No employee shall be disciplined or discharged without just cause.
- 8.02 In the event of an employee who has attained seniority being discharged from the employ of the Company, the discharged employee may take up the case as follows:
  - a) A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with Management within five (5) working days after the employee ceases to work for the Company. A meeting shall then be arranged in accordance with Step 3 of the Grievance Procedure.
  - b) When an employee has been dismissed without notice, he shall have the right to meet with his Steward for a period of time not to exceed ten (10) minutes before leaving the warehouse premises.

- 8.03 If the matter is not settled through the Grievance Procedure and is taken to arbitration and it is determined by the arbitrator that the discharge was not for just cause, the employee shall be either re-instated with or without compensation, or dealt with in any other manner which the arbitrator finds to be compatible with the terms of the Collective Agreement.
- 8.04 Any disciplinary 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 eighteen (18) months.
- 8.05 Employee will be notified in writing, at the time of discipline or discharge, of the grounds for discipline or discharge. The Union shall receive a copy.
- 8.06 Any grievance filed shall be deemed to include as part of the remedy compensation for lost wages and benefits.
- 8.07 A Steward shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions and discharges, or any other meeting that could lead to discipline, if such disciplinary meeting is to be part of the employees' personnel record, with the exception of non-disciplinary discussions that management may have with an employee concerning the expectations of their job. An employee may still request the presence of a steward.

Where possible, the Company will administer discipline at a meeting in person with an employee concerned, and a Shop Steward will be present, failing which, the discipline shall be deemed null and void.

- 8.08 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.
- 8.09 With the exception of issues of theft, fraud, harassment or violence, the Company will issue discipline to an employee within fourteen (14) days after discovering the issue. Where it is not possible to issue discipline to the employee due to employee scheduling, availability, absences, vacation or other leaves, the Company will issue discipline to the employee immediately and without delay on his first day back with a copy to the union or it will be null and void. Where the manager is unavailable due to absences, vacation or other leaves the discipline will be issued to the employee upon the return of the manager. Where the manager is unavailable for five (5) or more days, the Company will assign a new manager to issue the discipline.

#### **ARTICLE 9 - STRIKES OR LOCKOUTS**

- 9.01 There shall be no strikes or lockouts for as long as this Agreement continues to operate.
- 9.02 For the purpose of this article, the definition of what constitutes a strike or a lockout will be the one outlined in the Labour Relations Act.
- 9.03 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line.

#### **ARTICLE 10 – WAGES**

10.01 (a) An employee shall be classified in one of the classifications hereunder and shall be paid the hourly rate shown for that classification:

	01-Jan-23		01-Jan-24		01-Jan-25		01-Jan-26		01-Jan-27	
Classification	\$	Rate								
Lead Hand	\$1.30	\$24.90	\$0.75	\$25.65	\$0.77	\$26.42	\$0.79	\$27.21	\$0.82	\$28.03
Shipper/Receiver	\$1.30	\$24.90	\$0.75	\$25.65	\$0.77	\$26.42	\$0.79	\$27.21	\$0.82	\$28.03
DZ Driver	\$4.50	\$28.90	\$0.87	\$29.77	\$0.89	\$30.66	\$0.92	\$31.58	\$0.95	\$32.53
Machine	\$1.30	\$25.30	\$0.76	\$26.06	\$0.78	\$26.84	\$0.81	\$27.65	\$0.83	\$28.48
Operator										
Counter Person	\$1.30	\$24.15	\$0.72	\$24.87	\$0.75	\$25.62	\$0.77	\$26.39	\$0.79	\$27.18
G Driver	\$1.30	\$23.80	\$0.71	\$24.51	\$0.74	\$25.25	\$0.76	\$26.01	\$0.78	\$26.79
Warehouse	\$1.30	\$23.80	\$0.71	\$24.51	\$0.74	\$25.25	\$0.76	\$26.01	\$0.78	\$26.79
Person										

(b) Shift Premium

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

(c) Any employee who is assigned to a night shift shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked on each such shift.

- 10.02 An employee temporarily transferred to another classification will receive his/her own rate or the rate for the other classification, whichever is greater for the remainder of the shift. Where a temporary transfer will be greater that four (4) hours or will continue over multiple consecutive days, the employee selected for the temporary transfer will be selected on the basis of seniority. Where all employees have rejected the temporary transfer, the Company will select the most junior employee to perform the work.
- 10.03 At all times, at least one bargaining unit employee will be working the sales counter as a counterperson, except in cases where a qualified bargaining unit member is not available due to absenteeism.

#### 10.04 Pension

- a) The Company agrees to participate in the Teamsters Local Union 419 Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.
- b) Effective January 01, 2019 the Company shall contribute two hundred (\$200.00) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.
- c) Effective January 1, 2021 the Company shall contribute two hundred (\$225.00) dollars per month on behalf of each bargaining unit employee who has completed one (1) year as a full-time employee and who has worked any part of the month.

d) Voluntary Employee RRSP Contribution

The employer agrees to participate in the Teamster Local Union 419 Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the employer with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The employer 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 employer will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Local Union 419 Pension Plan as described in Schedule 2 herein.

- e) The company shall forward all contributions to the Pension Plan Insurance Carrier or to the Teamsters Local 419 Pension Plan administrative agent within 20 days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.
- f) 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.

g) Extension of benefits for Non-compensable or Compensable Disability or Injury.

The Company shall continue Pension benefits, for a period not to exceed twelve (12) months, by remitting the contribution rate defined in this Collective Agreement as specified herein for any employee who is off work due to a non compensable disability or injury or a compensable disability or injury.

h) Extension of Benefits for Employees on Lay-Off

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

i) The union acknowledges and agrees that other than the sole

obligation to make contributions to the Pension Plan as set out

by the terms of the Collective Agreement and for providing the

information required to administer the Pension Plan, the

Employer has no liability, directly or indirectly, to provide or

fund the benefits established by the Pension Plan.

#### **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

- 11.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 11.02 Employees will be assigned by the Company to either a five (5) day, eight (8) hour work week or a four (4) day, ten (10) hour work week in order to accommodate fluctuating business needs throughout the year.

The scheduled work week for full-time employees shall not exceed forty (40) hours per week. Two (2) consecutive rest days will be granted for both the five (5) day and four (4) day work week.

11.03 The Company shall have the right to schedule eight (8) or ten (10) hour shifts (exclusive of the meal period). A schedule of shifts showing meal periods and paid breaks shall be posted in the warehouse. The Company will notify the Union Shop Steward ten (10) working days prior to any changes in the work schedules, when such changes are to be permanent.

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

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

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

- at or after midnight and before or at 4:00 a.m., shall be a "night shift", and any other shift shall be a "day shift".
- 11.04 Every employee will be entitled to an unpaid one-half (1/2) hour off to eat lunch on any shift of five (5) hours or more. Should the employee be requested not to exercise his right to a lunch period, then the one-half (1/2) hour will be counted as time worked and will be counted in his total hours for that day.

All employees shall be allowed to take a paid fifteen (15) minute rest period during the first four (4) hours of any shift and a paid fifteen (15) minute rest period during the second four (4) hours of any shift. If employees work ten (10) hours they are entitled to three (3) paid fifteen (15) minute breaks.

- 11.05 Overtime Assignment Procedure
  - (a) In-class: Provided an employee has the requisite qualifications, ability, and availability, the Company will assign in-class overtime work to an employee on the basis of their seniority within each classification.
  - (b) Out-of-class: When an insufficient number of employees are available to work in-class overtime, the Company will schedule the overtime work with out-of-class employees on the basis of their qualifications, ability, availability and seniority.
  - (c) Overtime sign-up: On a weekly basis, the Company will post an in-class overtime sign-up sheet, in which

employees may indicate their availability to work overtime in the following week. Overtime sign-up sheets will be posted, by classification for a period of seven (7) consecutive days. The overtime signup sheet will be posted from 12PM Wednesday to 12PM Wednesday of the following week. Employees who are absent from work and unavailable to complete the overtime sign-up sheet, may indicate their availability, in writing, to the supervisor prior to the expiry of the overtime posting period.

- (d) Qualifications and Ability: An employee will be considered to have the required qualifications and ability if they have been assigned the work tasks associated with the overtime work and performed the tasks to the Company's satisfaction within the three (3) month period preceding the date of the scheduled overtime.
- (e) Availability: An employee will be considered available for overtime work if the employee has indicated their availability using the in-class overtime sign-up sheet as prescribed in 11.05 (c). Employees who do not sign-up for overtime will be considered unavailable for in-class or out-of-class overtime during the week for which the sign-up sheet applies.
- (f) Declining overtime work: An employee who has indicated their availability to work overtime, but subsequently declines to work such overtime more than two (2) consecutive times, will have their name removed from the overtime sign-up sheet for a period of six (6) months.

- (g) An employee, who has had their name removed from the overtime signup sheet and who has exhausted the sign-up restriction period as per 11.05 (f), may request, in writing, to be reinstated for the purposes in-class overtime sign-up as per 11.05 (c).
- (h) In the event that an insufficient number of in-class or out-of-class employees are available, qualified, and able to perform the overtime work as requested, the Company may have the work completed by any means available, including the use of non-bargaining employees and/or canvassing bargaining unit employees regardless of their seniority and/or by any other means.
- (i) Drivers are required to complete all runs assigned to them within the general time-table and shall be required to work whatever overtime is necessary to complete the originally assigned run. For greater clarity, drivers' runs will not purposely exceed eight (8) or ten (10) hours daily, depending on schedule and, furthermore, the run shall only exceed the time allotted for reasons beyond the driver's control (mechanical problems, tires, traffic, etc.). Potential problems shall be discussed before leaving the yard.
- (j) As a general rule, drivers are dispatched on a "first in, first out" basis, however, seniority will be recognized in the scheduling of work assignments in order that senior drivers will have greater earnings opportunities than the less senior drivers. All runs subsequent to a driver's first run for the day will be assigned to the first driver returning to the yard. In the case of a temp driver being assigned

such a run and a full-time driver arriving in the yard, such full-time driver will be given the opportunity to take the run-in question. The drivers will report immediately upon arrival.

11.06 (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 for all hours worked on the sixth day of the employee's regular work week.

> (b) For a four (4) day work week employee, overtime pay will be provided at one and one (1.5) times the applicable hourly rate for all hours worked in excess of ten (10) hours in a day and for all hours worked on the fifth and sixth day of the employees regular work week.

> (c) Any full-time employee requested to work on his rest day shall be guaranteed a minimum of five (5) hours at the applicable rate of pay.

- 11.07 Employees shall be paid at the rate of double time of their regular rate of pay for hours worked on a Sunday or 7<sup>th</sup> day of the employee's regular work week.
- 11.08 For every two (2) hours of overtime consecutive with their regularly scheduled shift, an employee shall be entitled to a paid fifteen (15) minute break, inclusive of the two (2) hours, prior to the commencement of the overtime. When such two (2) consecutive hours of overtime or groups thereof precede the regularly scheduled shift start time, then said paid break(s) shall

be taken in the last fifteen (15) minutes of the two (2) hours of overtime.

- 11.09 An employee reporting for work as usual on a regular working day, unless notified on the previous day not to report and for whom no work at his regular job is available, shall be offered at least eight (8) or ten (10) hours, depending on their assigned shift, employment in other work at the employee's current rate of wages or at the Company's option will be paid eight (8) or ten (10) hours pay in lieu of work. This provision shall not apply if the failure to provide work is caused by reason of a strike, fire, flood or power failure or other like circumstances beyond the control of the Company.
- 11.10 Where the term "hourly rate" is used in this Agreement, it shall mean a rate equal to the "hourly rate" plus the applicable "shift premium", in the case of an employee who qualifies for "shift premium" as set out in Article 10.01 hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.
- 11.11 An employee in a specific classification and in a specific shift will not be deprived of any work, including overtime work, occurring in that classification and in that shift because of the use of temporary or agency workers in that classification and in that shift. Before work is offered to a temporary employee or agency worker, the company will offer the work to applicable employee s within the classification and within the applicable shift and in order of seniority.
- 11.12 The Company will determine the number of employees within a classification that will be required to work a [five (5) day, eight (8) hour workweek] or a [four

(4) day, ten (10) hour workweek]. When assigning employees to a particular workweek within a classification, the Company will use article 15.01 to fill the positions. When the Company changes the work schedule of a position between a four (4) day or five (5) day work week (or vice versa), the change will be treated as a vacancy as per article 15.01. Seniority bumping between a four (4) day workweek and a five (5) workweek will only be permitted as per article 16.01.

11.13 The Company will provide a clean-up period of five (5) minutes without the loss of pay to all employees prior to the end of their shift.

# **ARTICLE 12 - DECLARED HOLIDAYS**

- 12.01 The Company recognizes the following declared holidays and agrees that all employees in accordance with Article 12.03 shall receive payment for such holidays based on their regular current hourly rate multiplied by the number of hours in a normal work day. When a declared holiday falls on a Saturday or Sunday it will be celebrated on the preceding or on the following regularly scheduled work day at the sole discretion of the Company. Employees required to perform any work on any of these declared holidays shall be paid at the rate of double times their regular rate of pay for hours worked, in addition to receiving holiday pay.
  - New Year's Day Family Day Good Friday Victoria Day Dominion Day
- Civic Holiday Labour Day Thanksgiving Day Christmas Day Boxing Day

For those employees who have completed their probationary period as of January 1<sup>st</sup> in any year shall be entitled to two (2) floating holidays, to be taken at the choice of the employee, after clearance with his supervisor. Unused floating days will be paid to the employees at the end of the year and before Christmas.

12.02 To qualify for declared holiday pay, an employee must work on the last full shift prior to and the first full shift after the declared holiday, unless absence on either one or both of the qualifying days is due to certified illness or injury or has been approved by the Warehouse Manager.

> The Company may require a medical certificate as proof of illness or injury. Full cost of medical certificate to be paid by the Company.

- 12.03 An employee receiving payments from Workplace Safety & Insurance Board or Weekly Indemnity will not be entitled to payments from the Company for declared holidays.
- 12.04 If a paid declared holiday falls within an employee's vacation period, he shall be granted another day off with pay or a day's pay in lieu thereof. The option shall rest with the employees and the Company shall be advised of the decision prior to the employee going on his vacation.

#### **ARTICLE 13 - VACATION PAY**

13.01 An employee shall receive an annual vacation with pay in accordance with his years of seniority as follows:

- An employee with less than one (1) year of seniority as of December 31st shall receive one (1) day off for each month of seniority to a maximum of ten (10) days of vacation. The basis of payment shall be four per cent (4%) of his gross earnings from the commencement of his employment to December 31st.
- 2. One (1) year of seniority as of January 1st in the current year shall entitle an employee to two (2) weeks of vacation. Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period, or shall be equal to four percent (4%) of gross annual earnings from the year preceding the year in which the vacation is taken, whichever is greater.
- 3. Five (5) years of seniority as of January 1st in the current year shall entitle an employee to three (3) weeks of vacation. Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period or shall be equal to six percent (6%) of gross annual earnings from the year preceding the year in which the vacation is taken, whichever is greater.
- 4. Fifteen (15) years of seniority as of January 1st in the current year shall entitle an employee to four (4) weeks vacation. Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period or shall be equal to eight percent (8%) of gross annual earnings from the year preceding the year in which the vacation is taken, whichever is greater.

- 5. Twenty-five (25) years of seniority as of January 1st in the current year shall entitle an employee to five (5) weeks vacation. Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period or shall be equal to ten percent (10%) of gross annual earnings from the year preceding the year in which the vacation is taken, whichever is greater.
- 13.02 "Earnings" for the purpose of this Article shall be those shown on the employee's T-4 Statement.
- 13.03 Vacation pay shall be paid to an employee on his last day prior to the commencement of his vacation.
- 13.04 Vacation schedules shall be posted by April 30th of each year and shall not be changed without the consent of the affected employee.
- 13.05 Vacations due in any year must be taken during the vacation year and employees, based upon seniority, will have the right to take any part or all of their vacation at one time within the vacation year.

However, the Company has the right to limit the number of people who can take vacation at any one time in order to maintain an efficient work force

13.06 Any employee who was prevented from taking his vacation during the vacation year due to illness or accident and who has not returned to work by the end of the vacation year shall receive his vacation pay as soon as possible following the end of the vacation year.

- 13.07 Any employee whose employment shall be terminated for any reason shall be paid for all vacation credits earned as per Article 13.01.
- 13.08 Vacation time from work will be administered in a manner that allows employees to take requested time off while ensuring that the business is not negatively affected by their absence. Accordingly, the scheduling of vacation time will be administered as follows.

#### First Choice

a. Employees must submit vacation requests to the Company by the end of their shift on February 28 of each year. On April 30 of each year, the Company will create and post a vacation schedule and will assign vacation on mutually agreeable dates using seniority to resolve conflicting employee requests. Whether necessary due to seniority or by the staffing needs of the warehouse, the Company will discuss alternate dates with Employees if necessary. When agreement on alternate dates cannot be reached by April 30, the Employee's vacation request will be a Deferred Choice as per article 13.08 (b).

Deferred Choice

b. Employees, who do not submit a vacation request by February 28, may defer their vacation request up to June 1 of each year. The Company will schedule deferred vacation requests on mutually agreeable dates using seniority to resolve conflicting employee requests. The use of seniority to resolve conflicting date requests is subject to the following condition: Employees with scheduled vacation time pursuant to article 13.08 (a) cannot be bumped by more senior Employees using a deferred vacation request. Whether necessary due to seniority or by the staffing needs of the warehouse, the Company will discuss alternate dates with Employees if necessary. When agreement on alternate dates cannot be reached by June 1, the Employee's vacation will be assigned to them as prescribed by article 13.08 (c).

c. The Company will schedule a vacation period for those employees who have not scheduled a vacation period pursuant to article 13.08 (a) or 13.08 (b).

#### **ARTICLE 14 - SENIORITY**

- 14.01 New employees will be probationary for a period of their first five hundred and sixty (560) hours of work and their employment may be terminated during such period at the sole discretion of the Company. Such employees who complete their probationary period shall become regular employees and their seniority shall date five hundred and sixty (560) hours prior to their acquiring seniority status as regular employees. In the event an employee is discharged during his probationary period, he shall not have the right to contest such discharge through the grievance and arbitration procedure.
- 14.02 "Seniority" means an employee's total length of employment within the bargaining unit computed in years, months and days from the date of employment or re-employment. Seniority shall be applied in determining preference for promotions, demotions, lay-offs, recall from lay-offs and vacation entitlement. An employee shall lose his seniority and his employment:

- a) If he is discharged for cause (subject to his right to demand a review of the discharge within five (5) working days following same);
- b) If he voluntarily quits or retires
- c) If he fails to report to the Company within three (3) working days after the termination of a leave of absence. These dates may be extended by the Company if a satisfactory reason can be given;
- d) If he fails to report to work following a lay-off within three (3) working days after being notified by registered mail to report to work. These dates may be extended by the Company if a satisfactory reason can be given;
- e) If he is laid off for the length of his service up to twelve (12) months;
- f) If an employee is absent without Company approved leave of absence for three (3) consecutive working days. These dates may be extended by the Company if a satisfactory reason can be given;
- g) If an employee utilizes a leave of absence for purposes other than those for which the leave was granted.
- h) If an employee is engaged in other employment during a leave of absence or sick leave or WSIB injury leave, without prior written authorization from the Company. Article 14.02 (h) will not apply where the employee has been engaged in a preexisting employment arrangement that is and

continues to be worked outside of the normally scheduled hours worked by the employee prior to his leave.

- 14.03 It is the responsibility of the employee to notify the Company in writing, promptly, of any change in address and telephone number. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such employee.
- 14.04 Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, using a method supervised and agreed to by a Company representative and a Union representative. A draw will be scheduled each time this issue arises.

# **ARTICLE 15 - VACANCIES**

- 15.01 When the Company determines that a permanent vacancy has arisen or when a new job is created, notice shall be posted within two (2) working days at appropriate locations, on the bulletin boards at such locations, for a minimum period three (3) working days.
- 15.02 In filling the permanent vacancy or the new position, the job shall be awarded within six (6) days to the qualified senior applicant provided he has the skill and ability to perform the job and holds the appropriate licence or certificate if required by law. Only the original vacancy will be posted. Vacancies arising from the filling of the job posting will be filled by the remaining qualified senior applicants who desire the position, on a top down seniority basis. Failing acceptance of the available position by such employee, the Company shall have the

right to assign the position to the junior qualified employee.

- 15.03 New employees shall not be hired while there are bargaining unit employees on lay-off who are able and willing to perform the job.
- 15.04 Employees shall not be entitled to bid for a vacancy in their classification within the same shift, unless they bid on a vacancy with a different start time.
- 15.05 A regular employee who has been accepted to fill a posted job vacancy cannot apply on any other posted job except if said job is of a higher rate of pay or a period of six (6) months has elapsed. This article will not prohibit an employee from applying to a job vacancy if the vacancy would subsequently be filled by an external applicant who is not part of the bargaining unit or filled with a less senior employee.

## **ARTICLE 16 - LAY-OFF AND RECALL**

- 16.01 In the event of lay-off, skill and ability to perform the work being sufficient, seniority shall determine the employees to be retained, and the Company will lay off employees in the following order:
  - I. Part-time employees and students.
  - 2. Probationary employees
  - 3. Full time employee with seniority by classification.
  - 4. Stewards appointed or elected as per article 5.02 will be the last employees to be laid off in their corresponding shift and/or classification regardless of seniority.

An employee displaced from his classification due to layoff or job elimination will be permitted to bump a junior employee in a classification for which he possesses the skills and abilities to perform all of the duties of that job. Failing this, the employee will be laid off from the plant.

- 16.02 Employees will be recalled in the reverse order of their seniority where jobs become available, provided they have the skill and ability to perform such jobs, otherwise the proviso in Article 16.01 shall be applicable mutatis mutandis.
- 16.03 The Company will give all employees who have completed their probationary period five (5) days notice of layoff or pay in lieu thereof or notice under the Employment Standards Act, whichever is greater. Such notice shall not be required in the case of a laid off employee temporarily recalled for a period of up to thirteen (13) weeks.
- 16.04 In lay-off or reduction of the work force, a laid off employee shall have no rights under this Agreement, except the right of recall. Employees will not be entitled to any other benefits under this Collective Agreement while so laid off unless otherwise specifically provided for herein. Recall rights shall be applicable for a period equal to the seniority of the employee when he was laid off, up to a maximum of twelve (12) months.
- 16.05 An employee actually laid off for a period of more than 13 weeks will be entitled to a severance allowance equal to one week pay at his regular rate per year of continuous service, up to a maximum of twenty-six weeks.

16.06 In the event the Company relocates and moves to another location within an area up to and including Oshawa to the East, Milton to the West, Barrie to the North, and Lake Ontario to the South, the employees will have the option to relocate with the Company to the new location under the terms and conditions of this Collective Agreement, and to remain members of Teamsters Local Union 419, or to take the severance as per Article 16.05.

## **ARTICLE 17 - HEALTH AND WELFARE**

### 17.01 HEALTH & WELFARE PLAN

Each full-time employee who has completed their probationary period is eligible for the benefit plan as described in Schedule 1 in accordance with the terms and conditions for the Group Policy. The Company may waive the waiting period requirement for new employees joining the bargaining unit. Those employees who have completed their probationary period within Crane Canada Company, and who have transferred to the bargaining unit, are entitled to benefits immediately.

17.02 Weekly Indemnity (100% administered and paid for by the Company).

Weekly Indemnity will be provided to employees commencing on the first day of accident or first day of illness if hospitalized at the rate of 60% of the employee's normal regular rate of pay, without any waiting period, and up to fifteen (15) weeks.

For weekly indemnity, the Company will calculate (or indicate to the insurance carrier if applicable), the actual pay per shift for each claimant, at their classification's

rate of pay. Therefore, the basis for payment will be on actual monies lost as a result of the illness or accident.

The Company agrees to pay the premiums set by the Insurance Company for this coverage should the Company elect to provide this coverage through an insurance provider.

The Company or Insurance Provider (if applicable) may request an employee to complete an application form or provide evidence that substantiates an absence for the purpose of this Article. The cost of any required medical certificate will be reimbursed to the employee by the Company.

17.03 Sick Days

- a.) All full-time employees who have completed their probationary period will be allotted twenty-four (24) hours of sick pay on January 1 of each year, which may be used to reimburse an employee for sudden absences due to illness. Unused hours in article 17.03 (a) will be paid to the employees at the end of the year and before Christmas.
- b.) Employees who qualify for sick pay in article 17.03
  (a) will be able to qualify for an additional four (4) hours of paid sick time each time they meet the following conditions of a particular quarter of the year. Unused hours carry over from year to year and are not paid to employees.

Quarter	Conditions Met	Qualified Sick Time
January 1 to March 31	On time and present at work for all regularly scheduled shifts. Subject to 17.03 (c), (d), (e).	4 hours
April 1 to June 30	On time and present at work for all regularly scheduled shifts. Subject to 17.03 (c), (d), (e).	4 hours
July 1 to September 30	On time and present at work for all regularly scheduled shifts. Subject to 17.03 (c), (d), (e).	4 hours
October 1 to December 31	On time and present at work for all regularly scheduled shifts. Subject to 17.03 (c), (d), (e).	4 hours

- c.) The maximum number of hours an employee can qualify for is forty (40) (i.e. the sum of articles 17.03 (a) and 17.03 (b) cannot exceed and are capped at forty (40) hours).
- d.) Absences pursuant to article 18.01 or 19.01 will not disqualify an employee from qualifying for additional sick time pursuant to article 17.03 (b).
- e.) Absences from work pursuant to the employment standards act will disqualify an employee from qualifying for sick time pursuant to article 17.03 (b).
- f.) The hours in 17.03 (a) must be used before the qualified hours in 17.03 (b).

### 17.04 Pandemic Income Protection

Should the Government of Canada declare a health emergency pandemic and the Province of Ontario responds with guidance recommending the isolation of an employee away from work and the Employer follows such guidance and requires an employee to isolate based on risk exposure, such an employee will have income protection for up to five (5) days for every calendar year that the pandemic continues to be declared by the Government of Canada. In the event that multiple pandemics are declared by the Government of Canada at the same time, income protection will continue to be limited to five (5) days for each calendar year that the pandemic continues to be declared by the Government of Canada.

### **ARTICLE 18 – LEAVES OF ABSENCE**

In the event of the death of a member of an 18.01a) employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. This allowance will only be made where the circumstances require the employee's absence from work to make arrangements for and to attend the funeral. The term "a member of an employee's family" means a husband, wife, child, parent, brother, sister, father-in-law, mother-in-law stepmother, or stepfather, stepchild, grandparents of the employee or his spouse. One (1) day leave with pay will be granted for brother-in-law or sister-inlaw, if the funeral is attended.

- b) The family relationships listed in Article 18.01 (a) will be applicable where they flow from a commonlaw relationship as defined by Crane's Group Insurer.
- 18.02 Upon written request to the Company, an employee may be granted a leave of absence of up to three (3) months without pay and without loss of seniority when he requests it for good and sufficient reason. Approval is based on individual needs and circumstances, taking into account operational requirements.

Employees are required to first use vacation time owed to them before requesting a leave of absence.

18.03 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 application on forms supplied by the Company.

## **ARTICLE 19 - JURY DUTY**

19.01 An employee required to serve on a legally constituted jury during a period when he would otherwise be scheduled to work for the Company shall be paid the wages he would have received during this period, computed on the basis of regular hours and then current rate of pay. Such employee will notify the Company of the requirement to attend the jury and furnish adequate proof of attendance and the amount of jury pay received which shall be deducted from his next pay cheque.

## **ARTICLE 20 - LOSS OF DRIVER'S LICENCE**

20.01 An employee will not be discharged owing to loss of his driver's licence. Rather, the Union and the Company will meet to discuss placing the driver in alternate work, provided that no other employee will be laid off or displaced as a result of such attempts to provide alternative work. If work is found for the driver, he shall be placed at the bottom of the seniority list for purposes of work preference and lay-off. If work is not available, then the said employee shall be laid off. When the employee regains his licence, he will then revert to his former position. In the event the employee regains his licence and subject to the provisions regarding lay-off contained in Article 16.02, he will then revert to his former position. Article 20.01 will not apply when an employee has had their driver's license suspended for impaired driving or dangerous driving or racing.

### **ARTICLE 21 – GENERAL**

- 21.01 The Company and the Union agree that all Bargaining Unit employees are required to wear safety boots from the date of employment. The Company agrees to supply two (2) pairs of safety boots within the cost of the recognized standard, not to exceed \$200/pair excluding taxes. Safety boots shall be worn as a condition of employment. Safety boots shall be replaced by April 15<sup>th</sup> and November 15<sup>th</sup> each year.
- 21.02 a) If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury, providing he is not receiving compensation pay for that day, and the Company

shall supply his transportation to a hospital or doctor and then to his residence on that day.

- b) The Company shall provide the Steward with a copy of the "Form 7" upon request and the Steward will provide a copy of the Form 6 and any Functional Abilities Assessment to the Company. Unless otherwise expressed in writing, all bargaining unit employees agree to the exchange of information pertaining to a workplace accident between the Union and the Company.
- 21.03 The Company reserves the right to require a medical certificate as proof of any illness after an employee has been absent for five (5) or more days in a calendar year. If an employee has been absent due to illness or injury and is expecting to report to work the following day, he shall make every attempt to advise the warehouse supervisor by 4.00 p.m. of the preceding day.
- 21.04 The Company agrees to make reasonable and proper provisions for the maintenance of generally accepted standards of health and safety in the work place including a properly heated and lighted working environment.
- 21.05 The Company shall comply with applicable Federal, Provincial and Municipal health and safety legislation and regulations, including the Occupational Health and Safety Act.
- 21.06 A joint health and safety committee shall be constituted consisting of an equal number of representatives of management and of the Union. The committee shall meet at least three (3) times a year or more often as the committee decides. Minutes shall be taken of all

meetings and copies shall be sent to the Company and to the Union. Workplace inspection will be conducted once a month.

- 21.07 The taking of inventory shall be recognized as work that is shared equally between bargaining unit and nonbargaining unit employees.
- 21.08 The Company will provide a bulletin board for the convenience of the Union in posting notices relating to Union business. All such notices will be submitted to the Warehouse Manager prior to their being posted.
- 21.09 The Company shall supply, at its expense, for all bargaining unit employees, the following wearing apparel:

## Wearing Apparel

- Summer Hats\*
- Spring jackets
- High Visibility Cotton Safety T-Shirt
- Rain suits\*
- Winter jackets
- Winter gloves
- Winter hats\*

**Provided by** 

March 1<sup>st</sup> April 15<sup>th</sup> April 15th

November 15<sup>th</sup> November 15<sup>th</sup> November 15<sup>th</sup> November 15<sup>th</sup>

\* For outside workers only

All bargaining unit employees will be issued uniforms. Wearing the uniform in a manner prescribed by management is a condition of employment. Should the Company utilize the services of a third-party uniform vendor, Employees will be provided with a minimum of 10 shirts and 6 pants annually and such uniforms will be owned and maintained by the third-party vendor. Should the Company purchase uniforms directly, Employees will be provided with a minimum of 6 shirts and 3 pants annually and such uniforms will be owned and maintained by the employee. In either case, damaged uniform items may be returned to the Company and a replacement item will be provided.

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

## **ARTICLE 22 - EQUIPMENT**

- 22.01 a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
  - b) It shall be the duty of employees to report promptly in writing to the Company, all defects in equipment.
  - c) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's regulations.
  - d) The maintenance of equipment in sound operating condition is not only a function but a responsibility of management.

- e) The determination in respect to the condition of equipment shall rest with the Warehouse Supervisor.
- f) It shall not be a violation of the Agreement where employees refuse to operate such equipment unless refusal is unjustified.
- 22.02 a) It is agreed between the Union and the Company, having regard for safety and the drivers' health factor, that all power units will have adequate heaters (west coast mirrors where necessary), windshield washers and defrosters installed and kept in operating condition. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproof.
  - b) It is further agreed that flares, first aid kits, fire extinguishers and other items required by law will be installed by the Company.
- 22.03 The Company must keep speedometers in proper working order and reasonably accurate.
- 22.04 Employees will be expected to operate their vehicles in a manner satisfactory to the Company and if accidents occur in which employees are at fault, the Company shall have the right to exercise appropriate disciplinary action. It is agreed that Defective Equipment Forms shall be supplied to drivers for the purpose of reporting defects in equipment. Such forms, when filled out by a driver, will be presented to the Warehouse Manager. The vehicle will be parked and tagged and keys removed and such vehicles will not be placed into operation until such time

as the necessary work has been carried out on the vehicle as attested to by a certified mechanic.

## **ARTICLE 23 - DURATION**

- 23.01 This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2027 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing within a ninety (90) day period prior to the expiry of the Agreement that it desires to terminate or amend its provisions.
- 23.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues, whichever first occurs.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

Ratified this 6<sup>th</sup> day of November, 2022.

TEAMSTERS LOCAL UNION 419	13859380 CANADA INC. OPERATING AS CRANE SUPPLY
Faheem Bhatti	Graham Boyd
Monty Gale	Rosana Yiu
James Franklin	
Joel Gomez	

## **APPENDIX "A" PART TIMERS/STUDENTS/TEMPS**

Part-time employees, students and temps shall be covered by this Collective Agreement only as specifically set out in appendix to this Agreement.

- A-1 a) Part-time employees, students and temps who work 24 hours or more in a month shall be required to pay monthly Union dues pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.
  - b) Be paid at the appropriate classification rate as per Article 10 of this collective agreement
  - c) Be granted the rest periods as set out in Clause 11.04 of this agreement.
  - d) Receive vacation pay as determined under the Employment Standards Act of Ontario.
  - e) Receive holiday pay and be paid a rate for work performed on a holiday as determined by the Employment Standards Act of Ontario.
  - f) Be requested to work overtime only after all full-time bargaining unit employees have been given an opportunity to work.
  - g) Shift premium as per 10.01 (c).
- A-2 Total usage of part-time, students, outside drivers or temps not to exceed five (5) at any one time, over and above the number of full-time employees on the roster, and to replace full-time employees absent for any reason

on a one-for-one basis. The Company will supply stewards with a list of hours worked by part-time, students or temps upon request

A-3 Part-time employees and students 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.

In the event a Part-time, student or temp employee is hired to a permanent full-time position, his time worked as a casual employee shall be credited towards his probationary period described in Article 14.01.

## **APPENDIX "B" JOINT LABOUR MANAGEMENT MEETINGS**

### 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. <u>Purpose and Commitment</u>:

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. <u>Structure of Committee</u>:

For the Company

For the Union

Vice President Operations Manager Warehouse Supervisors Guest(s)

All Stewards Guest(s)

### 3. <u>Limitations</u>:

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. <u>Protected Environment</u>:

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. <u>Agenda</u>:

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 reproposed 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. <u>Method of Keeping Minutes</u>:

Preparation of Minutes of each meeting will be the responsibility of the Operations 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 <u>within</u> one (1) week following the Committee meeting.

7. <u>Chair Responsibility</u>:

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.

## SCHEDULE I SUMMARY OF HEALTH & WELFARE BENEFITS

### **Benefits for Active Employees**

- 1. LIFE INSURANCE: All active members are covered for two times basic annual earnings rounded to the nearest \$1,000. Coverage reduces by 50% at age 65 and terminates at retirement.
- 2. ACCIDENTAL DEATH AND DISMEMBERMENT: An additional amount equal to the Life Insurance. In addition, a percentage of the principle sum is payable for the accidental loss of limbs etc., in accordance with the schedule of losses set out in the master policy. Coverage reduces by 50% at age 65 and terminates at retirement.
- **3. DEPENDENT LIFE INSURANCE:** Life Insurance of \$5,000 is provided for your eligible spouse. Each eligible child (from 14 days of age) is covered for \$2,500 of Life Insurance. Dependent Life coverage terminates when the member's insurance coverage terminates.

# Benefits for Active Members and Eligible Dependents:

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

4. **EXTENDED HEALTH CARE PLAN**: Eligible expenses are covered at 100% and include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan including WSIB. **THERE IS NO COVERAGE FOR SEMI-** **PRIVATE HOSPITALIZATION IN CANADA.** Coverage for out-of-Province emergencies are covered at 100% co-insurance. Coverage terminates at retirement.

**Health Practitioners** charges, including x-ray charges (one x-ray per practitioner per family member), are covered up to a calendar year maximum per type of practitioner of \$750 per calendar year by a practitioner who is registered and legally practising within the scope of his license as:

- a chiropractor, podiatrist, osteopath, naturopath, occupational therapist or
- registered massage therapist; a clinical psychologist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.
- Physiotherapist reasonable and customary charges up to a calendar year maximum of \$500 per person.

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

**Out-of-Country Benefits**: 100% for emergency medical, doctors' fees, hospital charges, etc., over and above OHIP. Out-of-Country Benefit Maximum \$50,000 (per lifetime).

**Out-of-Hospital Nursing** charges from home nursing care, up to the Benefit maximum \$10,000 annually, by a registered nurse (R.N.) who:

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

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

**Hearing Care:** Charges for hearing aids, excluding batteries, when recommended by an otolaryngologist, up to the benefit maximum of \$1,000 every 5 years.

**Orthopaedic Shoes/Orthotics:** Charges for orthopaedic shoes or custom-made orthotics when recommended by a licensed doctor (M.D.) up to the maximum of \$1,000 for one pair per calendar year.

5. **PRESCRIPTION DRUG PLAN:** Eligible prescription drugs are covered at 100%. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist. The dispensing fee portion of the cost of eligible drugs is reimbursed to a maximum of \$6.50 per prescription. A maximum of one dispensing fee of \$6.50 is payable for every 90 days' supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$6.50. Each member will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay Direct Drug Card for the Managed Health Care Drug Plan. This Pay Direct Drug Card will allow you and your dependents to have your

eligible expenses processed by the pharmacist with little or no out of pocket expenses to you. Eligible expenses and exclusions are outlined in the master policy.

- 6. **VISIONCARE BENEFIT:** Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sun glasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$200.00 for persons under age 18, or \$200 in any 24-month period for persons over age 18. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime. In addition, the plan will cover charges for eye examinations, if not covered by the provincial health plan, to a maximum of \$80 every 24 months.
- 7. **LONG TERM DISABILITY:** All eligible active members are covered for \$800 per month (taxable) for 24 months of disability according to your own occupation prior to the Pre-existing conditions qualify for date of disability. benefits. Benefits are payable in addition to any benefits you receive under the Canada Pension Plan (CPP). Long Term Disability benefits will be reduced by Workplace Safety and Insurance Benefits. Benefits will be further reduced if income from all sources exceeds 85% of predisability income in accordance with the terms of the Benefits begin after the elimination master policy. period of seventeen (17) weeks. Benefits are payable up to age 65, or retirement, whichever is earlier.

**DENTAL BENEFITS:** The Plan provides dental benefits 8. up to the current year's Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Basic Dental Services include exams and x-rays, fillings, extractions, endodontia and periodontia. Checkups and x-rays are limited to once every six (6) months. There are no other time limits. Major Dental Services are covered at 60% and include crowns, dentures and fixed bridgework. Dentures and fixed bridgework are covered once every 5 years. The maximum amount payable in any one calendar year (Basic plus Major services combined) is \$1,500.00. Orthodontic services are covered for dependent children only. Orthodontic services are payable at 60% subject to a lifetime maximum of \$1500.00.

> Eligible dental expenses and exclusions are outlined in the master policy. Coverage terminates at retirement.

**Percentage payable** - Basic Dental services are payable at 100%. Major Dental services are payable at 60%. Orthodontic services are payable at 60%.

**Covered charges** - Covered charges are the charges up to the amount shown in the current year's Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies, as described below and received while the person is insured, for either a disease or injury that is non-occupational.

**Covered Charges - Basic Dental Services** - Charges up to the benefit maximum for:

- oral exams, including scaling and cleaning of teeth, but not more than once every 6 months;

- topical applications of sodium or stannous fluoride but not more than one application every 6 months;
- dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- fillings;
- extractions;

- oral surgery, including excision of impacted wisdom teeth;

- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

## **Covered Charges - Major Dental Services - Charges up to the Benefit Maximum for:**

- first installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is insured.

- denture adjustments that occur more than 3 months after installation.

- replacement of an existing partial or full removable dentures, if it:

- was installed at least 5 years before and cannot be made serviceable, or

- as a temporary full denture which replaces one or more natural teeth extracted while the person is insured and for which replacement by a permanent denture is required and takes place within one year from the date the temporary denture was installed; and

- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured.

- inlays, onlays, gold fillings and crowns.

- first installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured.

**Orthodontics (Dependent Children Only)** - Charges up to the Benefit Maximum for:

- diagnostic procedures, including models
- therapy and appliances, and
- correction or malocclusion

## **Predetermination of Benefits**

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

### **Alternate Services**

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

## Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;

- which, in the absence of insurance, there would be no charge;
- stainless steel crowns on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction.

- replacement of lost or stolen prostheses, or replacement of bridgework

- prostheses, including crowns and bridgework, and the fitting thereof, which were ordered while insured, but which were finally installed or delivered after the benefit is discontinued.

NOTE: this is a description of the insurance benefits and not the policy. It is designed to tell you about the provisions of the insurance coverage, which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, write to the Plan administrator:

### ADDENDUM BENEFITS INFORMATION FOR RETIRED EMPLOYEES

### **Retiree Benefit Programme**

The following benefits will be provided through the Company provided insurance carrier. It is understood that reference to the Teamsters Local 419 Retiree Program is to be substituted with the phrase "Crane Benefits Provider".

A member of a contributing employer or the employer (as agreed through the negotiation process) may participate in the Teamsters Local 419 Retiree Programme provided the member has satisfied the eligibility provisions with a minimum of 5 years of continuous plan participation and is between age 60 and 65 at retirement. The monthly contribution is established by the Trustees and can be revised from time to time, as the Trustees deem necessary.

The retiring member or the employer, as the case may be, must remit the monthly premium by the first day of the month. Failure to remit the premium in a timely manner will result in cancellation of the benefits.

Upon the death of the retired member, the spouse of the member will be entitled to coverage for a further 12 months following the member's death, provided the spouse pays the monthly premium plus all applicable taxes.

Prior to retirement the member or the employer should contact the plan administrator to arrange for the retiree benefits and provide payment for the first month's premium.

Applicable Taxes

The member or the employer shall be responsible for any Provincial and/or Federal taxes that are due and payable on the Health and Dental contributions.

## SUMMARY OF WELFARE RETIREE BENEFITS

Benefits for Retiree Members Benefits for Retired Members and Eligible Dependants

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

**EXTENDED HEALTH CARE PLAN:** Eligible expenses are covered at 100%. There is a deductible of \$25 single \$50 family. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan.

THERE IS NO COVERAGE FOR SEMI-PRIVATE HOSPITALIZATION IN CANADA. Coverage for out-of-Canada emergencies is covered at 100% coinsurance. The out of country coverage terminates at age 70.

**PRESCRIPTION DRUG PLAN:** Eligible prescription drugs under the level 1 drugs (Ontario Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Ontario Drug Benefit Formulary are covered at 80% of the ingredient costs. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist.

The dispensing fee portion of the cost of an eligible drug is

reimbursed to a maximum of \$6.50 per prescription. A maximum of one dispensing fee of \$6.50 is payable for every 90 days' supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$6.50. Each Member will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay Direct Drug Card for the Managed Health Care Drug Plan. This pay direct drug card will enable you and your dependants to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the master policy.

The lifetime maximum for Extended Health Care coverage is \$100,000, and an annual maximum of \$3,000 on drugs per person per year.

**Health Practitioners** charges, including x-ray charges (one x-ray per practitioner per family member), are covered up to a calendar year maximum per type of practitioner of \$300 per person, but not more than \$1,500 per family per calendar year by a practitioner who is registered and legally practising within the scope of his license as:

- a chiropractor, podiatrist, osteopath, naturopath, occupational therapist or
- registered massage therapist; a clinical psychologist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.
- Physiotherapist reasonable and customary charges up to a calendar year maximum of \$300 per person.

No amount will be paid for any visit for which any amount is

payable under the insured person's Provincial Health Plan, unless permitted by law.

Orthopaedic Shoes (one pair per calendar year, maximum \$100)

Artificial limbs, eyes, back and neck braces \$750 per appliance, per lifetime

Breast prosthesis \$150 in any 5-year period.

Ambulance

Hearing aids \$400 per person per ear every 36 months. \$100 per calendar year for repairs. Purchase of batteries excluded.

Dental Care for accidental injury

Assistive Devices Program (ADP) coverage co-ordinated through the ADP program

**OUT-OF-COUNTRY BENEFITS:** 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. Out-of-Country Benefit Maximum \$1,000,000 (per lifetime).

**OUT-OF-HOSPITAL NURSING** charges, paid at 100%, for private duty nursing care to a maximum of \$5,000 every 3 years, by a registered nurse (R.N.) who:

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

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N. **VISION CARE BENEFITS:** Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sun glasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12-month period is \$150.00 for persons under age 18, or \$150 in any 24-month period for persons over age 18. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime.

Health benefits exclude government deductibles of \$100 Single, \$200 Family and government dispensing fee at age 65.

## **DENTAL BENEFITS:**

The Plan provides dental benefits up to the prior years' Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Major services payable at 50% for dentures only. There is a deductible of \$25 single \$50 family. Basic Dental Services include exams and x-rays, fillings, extractions, endodontia and periodontia. Check-ups and X-rays are limited to once every 9 months. The maximum amount payable in any one calendar year for Basic and Major services is \$1,000.

## **Retiree Dental Benefits**

## Percentage Payable

Basic Dental services are payable at 100%. Major Dental services for dentures benefits are payable at 50%. An annual deductible of \$25 single \$50 family applies.

## **Covered Charges**

Covered charges are the charges up to the amount shown in the prior year's Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies, as described below and received while the person is insured, for either a disease or injury that is non-occupational.

### **Covered Charges – Basic Dental Services**

Charges up to the benefit maximum for:

- oral exams, including scaling and cleaning of teeth, but not more than once every 9 months;
- topical applications of sodium or stannous fluoride but not more than one application every 9 months;
- dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- fillings;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;

- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

## **Covered Charges – Major Dental Services**

Charges up to the Benefit Maximum for:

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

replace one or more natural teeth extracted while the person is insured.

## **Predetermination of Benefits**

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

### **Alternate Services**

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

#### LETTER OF UNDERSTANDING 1 (BENEFIT CARRIER)

#### **Health & Welfare Benefit Carrier**

The parties agree that health & welfare benefits will be offered through a carrier that will be managed by the Company. The parties have agreed that the current range of benefits offered to employees as at December 31, 2007 will be provided through this new carrier, with the exception of out of country coverage, which will be capped at \$50,000.

Effective upon ratification and subject to a thirty (30) day enrollment period, the Company agrees to pay 100% of the premiums necessary to provide the benefits described above. During the transition period following ratification, the Company agrees to make contributions to the Teamsters Local 419 Benefit Program Trust Fund until employees are enrolled with the Company's benefit carrier.

To be attached to the current Collective Agreement.

#### LETTER OF UNDERSTANDING 2 (WEEKLY INDEMNITY)

#### Weekly Indemnity

With respect to article 17.02 the word "hospitalized" shall mean the following;

- The use of emergency medical services by the employee, and/or;
- Hospitalized in total or in part for the duration of the illness/absence, and/or;
- Under the care of a medical specialist licensed by the college of physicians and surgeons who is a specialist for the specific illness being treated, and;
- Unable to perform the essential duties of the job or the duties of alternative or modified work.

In order to be considered for Weekly Indemnity benefits, an employee must fully complete the Company's application form and submit it to the Company's Claim Administrator. Failure to fully complete and/or submit the application form to the Claim Administrator within five (5) days following the first day of absence may result in claim denial except where a bona fide reason is given. An Employee who submits their application form after five (5) days following the first day of absence may forfeit any retroactive payment from the first day of absence and may only be considered for Weekly Indemnity overage from the date in which the application form is submitted except where a bona fide reason is given.

To be attached to the current Collective Agreement.

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### Teamsters Local Union 419 (MEMOS)



### Teamsters Local Union 419 (MEMOS)



### Teamsters Local Union 419 (MEMOS)



Name:		
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Work Address:		
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Union Steward:		
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Tear	<b>msters Local Union No. 419</b> 1890 Meyerside Drive Mississauga, Ontario	
	L5T 1B4 Business Agent: Faheem Bhatti Office: (905) 670-4190 x227 Fax: (905) 670-4957 Cell: 416-993-5785 Email: faheem@teamsters419.ca	

