



Collective Agreement

Between

Teamsters Local Union No. 419

(hereinafter referred to as the "Union")

And

Dexterra

Forensic Services & Coroner's Complex

(hereinafter referred to as the "Company")

November 10, 2022 to November 11, 2026

dexterra

IMPORTANT

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

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

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

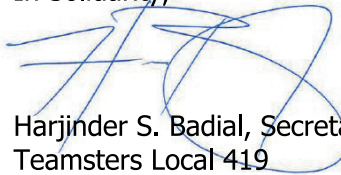
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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

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

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

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of
Dexterra - Forensic Services and Coroner's Complex**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

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



“In Solidarity We Rise”

Teamsters Historical Overview



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

**Teamsters Canada
130,000 Members**

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

Teamsters Local Union 419

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

Teamsters Local Union 419 includes members in the following industries:

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

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



Teamsters Local Union 419

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

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

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



WHAT DO YOU GET FOR YOUR UNION DUES?

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

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

WHO IS YOUR UNION STEWARD?

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

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

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

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

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

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

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

Interviews or Investigations

As a Teamster Member,

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

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

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

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

3) Union representation is a fundamental right:

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

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

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ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious relations; to provide a satisfactory procedure for the final and binding settlement of grievances arising out of this Agreement; and to set forth those working conditions that have been negotiated.

- 1.02 This Agreement sets forth the entire Agreement on rates of pay, other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both the Union and the Employer chairs of the bargaining committees.

- 1.03 All parties to the Agreement share a desire to provide excellent service to the client in the facility, and to promote the well being and improved efficiency of employees and sustainability of the business.

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 All employees of the employer working in and out of the Forensic Services and Coroner’s Complex at 25 Morton Shulman Ave., Toronto, Ontario, save and except clerical, sales, office staff, supervisors and persons above the rank of supervisor.

For clarity, the employees in the bargaining unit comprise housekeeping, building operators, materials handlers, electricians and cleaners.

- 2.02 The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Persons not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while full time seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a guaranteed workweek, nor to deprive them of overtime which would normally be assigned to them, except:
- (a) for the purpose of instruction or training, or
 - (b) for situations requiring immediate action, or in an emergency situation, customer service is in jeopardy.
- 2.04 Work performed by members of the bargaining unit will not be contracted out, where such arrangement would result in the permanent lay-off of a bargaining unit member.
- 2.05 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

- 2.06 Part-time employees shall be covered by this Collective Agreement only as specifically set out in Appendix “A” to this Agreement.
- 2.07 Temporary Employees: Employee may be hired for a specific term, not to exceed six (6) months, to replace an employee on an approved leave of absence. This term may be extended a further six (6) months on mutual agreement with the Union, employee and Employer up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee’s leave. Such notice will be given in writing.
- 2.08 Part-time employees will not be used to the extent that they prevent the hiring of or replace a full-time employee.

ARTICLE 3 RESERVATIONS TO MANAGEMENT

- 3.01 The Union agrees that the management of the operation including the right to plan, direct and control operations, to direct the working force, to discipline and discharge employees for just cause, to hire suspend, transfer, promote and lay off employees and those matters requiring judgment as to the competency of employees are the sole responsibility and function of the Employer. Without restricting the generality of the foregoing, and in addition thereto, the Union agrees that the Employer has the right to study or introduce new or improved methods, and the right to establish

and maintain reasonable rules and regulations covering the operation.

3.02 The foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management which shall not be limited except as specifically provided by the terms of this Agreement.

3.03 The exercise of the foregoing rights shall be subject to the grievance procedure if they become a violation of any provision of this agreement.

3.04 The Union, through its bargaining position, shall co-operate with the Employer and support its efforts to actively eliminate waste, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer, the employee, and the customer.

ARTICLE 4 UNION SECURITY

4.01 It shall be a condition of employment for employees covered by this Collective Bargaining Agreement at the time of ratification to become and/or maintain their Union membership in good standing with Teamsters local 419.

4.02 All new employees who perform work covered by this Collective Bargaining Agreement shall make application for Union membership on cards supplied by the Union prior to the completion of

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

4.03 The Employer agrees to deduct monthly, from the first pay cheque of each month for each employee, the regular monthly Union dues, initiation fees and assessments uniformly required of all members, by the 20th day of the current month as are authorized by the Union’s constitution and by-laws, and certified from time to time in writing by the Union.

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

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

Employer’s authorization to make deductions specified.

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

(b) Monthly:

1. New members to be listed in alphabetical order with current address (as provided by the employee), postal code, Employee Identification Number.

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

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

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

ARTICLE 5 UNION REPRESENTATION

5.01 The Union may appoint or elect, and the Employer shall recognize the following stewards for the facility and departments:

One (1) Steward and One (1) Alternate Steward

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

5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise. When a Steward is required to spend time outside their regular scheduled working hours, Stewards will be paid at the overtime rate, when such meeting is scheduled by the Employer.

5.04 An authorized representative of the Union shall have access to the Employer’s establishment when

in the accompaniment of an authorized official of the Employer during working hours for the purpose of adjusting disputes, provided that the permission of the Employer is obtained beforehand, such permission not to be unreasonably withheld. Such visits shall be coordinated to keep an operational disruption to as minimal level as possible.

- 5.05 The Employer shall pay, at their regular rate of pay, all stewards outlined in Article 5.01 on the Union negotiating committee for time spent during their regular working hours negotiating the renewal of this Agreement with the Employer.
- 5.06 The Employer agrees to recognize any employee, selected by the Union steward, to act as alternate Steward, in the event that the Steward is absent from work.
- 5.07 The employer agrees to allow up to a maximum of (56) fifty-six hours per year with pay at the regular straight hourly rate of pay, for Union stewards to attend Union Education. The Union shall give (2) two weeks advance notice in writing for any Stewards with the purpose to attend Union Education.
- 5.08 Where there are matters of concern or interest(s) arising from the administration, application, or interpretation of the Collective Agreement may be raised at the Labour – Management Committee

Meeting prior to utilizing the grievance procedure by either party.

The Committee shall comprise of an equal number of representatives of at least two (2) from each party shall meet at a time and place mutually satisfactory. For the purposes of clarity, the Union side committee shall have an authorized Union Representative as part of the committee, who is included in the minimum total. Meetings of the Committee shall be held during normal working hours. Any representative(s) attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the FSCC at his or her regular or premium rate as may be applicable.

Either will give at least two (2) weeks’ notice to meet in the Labour Management forum at a mutually agreeable time and location.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Employer the opportunity to adjust his complaint by advising his supervisor of his complaint.
- 6.02 For the purpose of facilitating meaningful discussion, the grievance form will briefly

summarize the facts upon which the Union relies and the Articles of the Collective Bargaining Agreement alleged to have been violated. The Employer agrees that the Union will not be prevented from raising at a subsequent step or in arbitration any additional Article in the Collective Agreement, which was omitted by oversight, provided the original intent of the grievance is not changed.

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

6.04 STEP ONE

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

6.05 STEP TWO

Within ten (10) calendar days after the decision of Step One has been or should have been given, the

employee shall present the written grievance to the Facility General Manager (“FGM”) or a person or persons designated by him/her to handle such matters at Step Two. The FGM or his designate shall schedule a meeting to be held once per calendar month, from the time when such grievance was presented to him/her, or his designate

At the Step Two meeting, the employee shall be accompanied by his Steward, and the FGM, or his designate, may be accompanied by officials of the Employer. The business Representative of the Union shall be present at the meeting. The FGM, or his designate, shall give a decision in writing on behalf of the Employer within ten (10) calendar days immediately following the date of such meeting.

- 6.06 A Union policy grievance or a group grievance may be submitted at Step 2 to the Employer, as the case may be, within fifteen (15) calendar days from the time that the circumstance giving rise to the grievance, and the grievance procedure shall apply, to the Union policy or group grievance. A Union policy grievance shall not be used by the Union to process a grievance directly affecting the employee’s which grievance an employee could institute, and the regular procedure for an employee’s grievance shall not be by-passed. A Union group grievance shall only be used to process a grievance where the facts supporting

the grievance are the same for all employees within the group.

- 6.07 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within fifteen (15) calendar days of the occurrence of the matter giving rise to the grievance. The FGM, or his designate, shall schedule a meeting between the parties to be held within thirty (30) calendar days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) calendar days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.
- 6.08 The Employer shall, from time to time, notify the Union in writing of the names of the Employer representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the time specified. The parties may extend the time limits in the grievance procedure by mutual agreement. Such extensions

must be confirmed in writing. Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing. **When referring to the numbers of days in the Grievance Procedure and Arbitration Procedure, the number of days shall be exclusive of Saturdays, Sundays, and paid holidays.**

- (b) Any grievance not presented and carried forward within the time limits set forth under any steps of the grievance and arbitration procedure, or any longer periods which may have been mutually agreed upon as set out above, shall be deemed null and void. All agreements reached, under the grievance procedure, between the representatives of the Union will be final and binding, unless mutually agreed upon otherwise.

6.10 If the employer gives a written discipline, suspends, or discharges an employee, it shall notify both employee concerned, and the Steward, in writing within (3) three working days, giving the reasons for such discipline, discharge, or suspension. Copies to be forwarded to the Union Office. Failure to provide any of the copies referred to herein shall not render the discipline null and void.

6.11 If an employee who has acquired seniority believes that he has been discharged or

suspended without just cause, the grievance shall be presented at Step Two within ten (10) calendar days after notice has been given to the employee and the Union Steward. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

- 6.12 A Steward or, in the absence of the Steward, an alternate Steward, shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions, discharges or where the matter discussed is to become part of the employee’s record(s). For greater clarity the Company will only administer discipline at a meeting face-to-face or by telephone when mutually agreed to with the Company and the Steward, with the employee concerned, and a Steward, or in the absence of the Steward, an alternate Steward, present, or by telephone when mutually agreed to with the Company and the Union, failing which, the discipline shall be deemed null and void.
- 6.13 In the event a Steward or an alternate Steward is not in the Employer’s premises to fulfil the obligations set forth in 6.12, the employee being disciplined shall select a bargaining unit employee on schedule and on the premises.
- 6.14 Any action or decision in respect of any employee shall not be based on any disciplinary or counselling document in his record which has

been on file for more than eighteen (18) months. **Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twenty-four (24) months following receipt of such letter, suspension or other sanction.**

ARTICLE 7 ARBITRATION

- 7.01 If the grievance is not resolved at Step 2 of the grievance procedure contained within Article 6 of this Agreement, the grieving party may refer the grievance to arbitration by giving notice in writing to the other party within thirty (30) calendar days after receipt of the Step 2 response, but not thereafter. If the request for arbitration is not given within the thirty (30) calendar day period, the decision at step 2 shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn without prejudice.
- 7.02 Any grievance which has been referred to arbitration, shall have an arbitrator selected by the Employer and the Union within thirty (30) calendar days from the receipt of the notice to arbitrate. If the Employer and the Union are unable to agree on a sole arbitrator within the thirty (30) calendar day period then either party may request the Ontario Minister of Labour to appoint an arbitrator.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall

be final and binding upon the parties and upon any employee affected by it.

7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing. **When referring to the numbers of days in the Grievance Procedure and Arbitration Procedure, the number of days shall be exclusive of Saturdays, Sundays and paid holidays.**

7.07 The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above. In the expedited format the parties themselves (a Company designate(s) and a Representative(s) for the Union including grievors and relevant stewards), will present their own cases before the arbitrator. The parties will not be permitted to cite

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

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

ARTICLE 8 STRIKES AND LOCKOUTS

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

ARTICLE 9 CLASSIFCATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 (a) Below are the job classifications and minimum rates of pay. The Company reserves the right to create additional job classification and associated minimum rates of pay with notice to the Union.

Job Classification	Nov. 11, 2022	Nov. 11, 2023	Nov. 11, 2024	Nov. 11, 2025
Cleaner	\$17.40	\$17.92	\$18.55	\$19.24
Material Handler	\$17.40	\$17.92	\$18.55	\$19.24
Project Cleaner	\$20.60	\$21.22	\$21.96	\$22.78
Jr. Building Operator	\$22.58	\$23.26	\$24.07	\$24.97
Specialist Cleaner	\$22.65	\$23.33	\$24.15	\$25.05
Building Operator	\$26.70	\$27.50	\$28.46	\$29.53
Building Technician	\$27.33	\$28.15	\$29.13	\$30.22
Millwright	\$33.86	\$34.87	\$36.09	\$37.45
Sr. Building Operator	\$33.89	\$34.90	\$36.13	\$37.48
Electrician	\$38.92	\$40.09	\$41.49	\$43.05

Employees currently paid hourly rates which are not listed above will have increases applied to their hourly rates on the following basis:

Nov. 11, 2022: 3.0%, Nov. 11, 2023: 3.0%, Nov. 11, 2024: 3.5%, Nov. 11, 2025: 3.75%

9.01 (b) Shift Premium

Any employee who is assigned to an "afternoon" shift shall receive a shift premium of \$1.10 per hour upon ratification. Any employee who is assigned to a "night" shift shall receive a shift premium of \$1.20 per hour upon ratification.

(c) Shift Structures

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

- at or after 11:00 a.m. and before 7:00 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 7:00 p.m. and before midnight, shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts,
- at or after midnight and before or at 3:00 a.m., shall be a "night shift", and any other shift shall be a "day shift".

9.02 When the Employer makes alterations to shift start times or work weeks they shall provide two (2) week’s advance notice to employees affected by the shift change as well as to the Union.

9.03 **Pay by Direct Deposit**

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

9.04 **Safety Shoes**

All full-time seniority employees covered by this Agreement are required to wear Canadian Standards Association and Employer approved safety footwear. The Employer shall reimburse an employee one hundred percent (100%) of the receipt once per year for C.S.A. approved footwear.

Year 1	\$150.00
Year 2	\$200.00
Year 3	\$225.00
Year 4	\$225.00

- 9.05 Employees who do not normally perform “special or project cleaning” and are assigned to such work shall be paid an hourly premium of three (\$3.00) dollars per hour for a minimum of eight (8) hours per day.
- 9.06 Employees “on call” shall be paid a premium of three dollars and fifty cents (\$3.50) per hour for all hours while “on call”.
- 9.07 The Employer shall provide each employee a uniform which shall include at a minimum three (3) shirts and three (3) pairs of pants.
- 9.08 There shall be no pyramiding of premiums.

ARTICLE 10 HOLIDAYS

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

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

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

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

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

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

10.04 Work performed on a Statutory Holiday shall be paid at 1.5 times the employee’s regular rate of pay.

ARTICLE 11 VACATIONS

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

11.02 A full-time employee’s annual vacation entitlement is calculated on the basis of their years of continuous service as of January 1st each year in accordance with the following:

- (a) Less than ten years’ service - 3 weeks
or 15 days
- (b) More than ten years’ service - 4 weeks
or 20 days

In the initial year of hire or the year that an employee achieves ten (10) years of seniority, the employee’s year vacation entitlement shall be prorated based on their service date. For example:

Vacation’s 10th year anniversary is July 1.

- Year of hire 7.5 days’ vacation
- Year following hire 15 days’ vacation
- 10th year of Service 17.5 days’ vacation
- Year following 10th year 20 days’ vacation

11.03 Vacation pay shall be forty (40) hours pay at their regular gross hourly rate for each week of any vacation entitlement.

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

11.05 Vacations due in any year must be taken in the calendar year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the calendar year except as otherwise provided in this Agreement. Requests for carry-over of vacations should be made in writing to the FGM/designate prior to December 1st and should indicate the specific reason for the carry-over. A maximum of ten (10) days may be carried forward. These days must be used by February 28th of the next vacation year or they will be forfeited.

11.06 All submissions for vacation shall be made in writing on forms supplied by the Employer before November 15 for the following calendar year. These applications will be processed and approved subject to seniority provisions and posted by December 20. These approvals cannot be changed without the consent of the affected parties.

Submissions received after November 15 must be made in writing at least one (1) month in advance of vacation, **two (2) weeks in advance for one week or more vacation, for less than one week subject to operational requirements but will not be unreasonably delayed or denied** and approvals granted within three (3) days of request, in writing, subject to operational requirements. A holiday booking schedule will be posted at all times by department. No seniority rights shall apply after November 15 in the choosing of vacation time.

11.07 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

11.08 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

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

ARTICLE 12 SENIORITY

12.01 Seniority shall be defined as an employee’s service with the Employer since that employee’s last date of hire as an employee. Probationary employees do not have seniority. Upon completion of the probation period, an employee will be credited with seniority back to the employee’s last date of hire. Seniority shall be bargaining unit wide

12.02 **New employees will be probationary employees for the first five hundred and twenty (520) hours worked. With the written consent of the Employer, the probationary employee, and the Business Agent of the Local Union or designate, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The discharge of any such employee shall be at the sole discretion of the Employer. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.**

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

- 12.03 (a) In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a temporary lay-off, permanent lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above.
- (b) In the event of temporary lay-off, the Company will canvass top down within the department to determine if senior employees would volunteer for such temporary lay-off. The Company will advise the employees of the length of the temporary lay-off and any employee accepting the temporary lay-off shall accept the lay-off for the given period. In the event insufficient employees accept a voluntary temporary lay-off, junior employees will be subject to the lay-off or displace another employee subject to clause 12.03 above.
- (c) The Employer shall give seniority employees at least one (1) week's notice of lay-off whenever possible or pay in lieu thereof and if the period of

lay-off is expected to exceed thirteen (13) consecutive weeks, the Employer shall give two (2) weeks' notice of lay-off whenever possible or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

- (d) Employees on layoff status or who have had their hours reduced because of an infectious outbreak or a government declared public emergency may be offered shifts at other Dexterra workplaces where additional shifts are available. Likewise, employees from other Dexterra worksites who are on layoff status or who have had their hours reduced may be offered shifts at this worksite whenever employees are not available or refuse to work scheduled or additional shifts.

All and any additional shifts requested by the client during an infectious outbreak or during a public emergency will be deemed as temporary vacancies and filled accordingly.

The union shall solicit and maintain a pool of applications and candidates for vacancies that occur, the Employer may contact the union for candidates, when permanent and temporary vacancies cannot be filled through the posting process and transfers. If the union is unable to

assist the Employer with filling these vacancies, the Employer by whatever means necessary including the use of subcontractors will fill these vacancies to meet the client’s requirement.

Furthermore, it is understood that bargaining unit employees will be offered such work before offsite Dexterra employees are canvased. The offsite employees will be defined as temporary employees on a temporary contract. Their seniority will begin on their first shift on their first day of work on site (25 Morton Shulman Ave.). These employees will join the bottom of the seniority list, and have the right to the language in the collective agreement, including but not limited to paying union dues on a monthly basis.

- 12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient.
- 12.05 A Master and a Departmental seniority list shall be placed on the bulletin boards and will be revised by the Employer every six (6) months. Copies of these lists shall be forwarded to the Union Office.
- 12.06 Temporary recall shall work in the following manner:
 - (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;

- (b) When temporarily recalled, laid off employees will be given preference of available hours of work before part-time employees.

- 12.07 In the event a sufficient number of qualified laid off employees do not elect to work available hours to meet the Employer's staffing requirements, the Employer may have the work completed by whatever means it deems appropriate.

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

- 12.09 Seniority rights and an employee’s employment shall be deemed to have been terminated if the employee:
 - (a) resigns, or retires;
 - (b) is discharged and is not reinstated through the grievance and arbitration procedure;
 - (c) has been absent from work for two (2) or more working days without notifying the Employer and providing a reasonable explanation for this absence, unless the failure to notify the Employer is due to circumstances beyond the employee’s reasonable control.

- (d) fails to return to work promptly upon termination of an authorized leave of absence, unless the reason for not notifying the Employer in advance is due to some emergency beyond the employee's reasonable control;
- (e) failure of an employee to report for work within one (1) week when recalled by the Employer after a lay-off, or failure of the employee to inform the Employer within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Employer. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept.
- (f) is laid off for a period of twelve (12) consecutive months;
 - (ii) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - (iii) Loses his security clearance to enter the FSCC.

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

One hundred and twenty (120) hours per year of service, pro-rated on a monthly basis up to a maximum of thirty-six (36) weeks.

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

ARTICLE 13 JOB POSTINGS, PROMOTIONS, TRANSFERS

- 13.01 **The Employer agrees that it shall post permanent vacant positions which it intends to fill, within (15) business days of the position becoming vacant.** The Employer shall post all permanent job vacancies which it intends to fill, for a period of seven (7) calendar days. In the event that an employee is absent from his job assignment during the aforementioned period, the Employer, with the Steward present, will place a phone call in an attempt to contact said employee to advise him/her of said posting(s). A permanent job opening shall mean any job resulting from attrition or increase in roster, in any other case the job will be internal within the department.
- 13.02 When skill and ability are sufficient, seniority shall be the governing factor in filling the position(s).
- 13.03 When the Employer fills a vacancy resulting from the posting, all Stewards involved will be given the name of the transferred employee.

ARTICLE 14 LEAVE OF ABSENCE AND SICK LEAVE

- 14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 14.02 The Employer may grant leave of absence without pay if an employee requests it in writing from the management with two (2) weeks’ notice. The Employer shall respond in writing within seven (7) calendar days.
- 14.03 The Employer will grant pregnancy leave and/or paternal leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Employer.
- 14.04 The Employer shall grant leave at the time of a bereavement as hereinafter set out.
 - (a) In the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in-law, step-mother, step-father, step-brother or step sister, grandchild or grandparent, the Employer shall allow that employee such time off as necessary, not to exceed three (3) consecutive calendar days within fourteen (14) days of death.
 - (b) In the event an employee is bereaved of a sister-in-law, brother-in-law, or grandparent of his

spouse, and if the funeral or memorial service is attended, the Employer shall allow one (1) day off as necessary, within fourteen (14) days of death and;

The Employer shall pay that employee at his hourly rate, for the day or days he would otherwise have worked his regularly scheduled hours. At the request of the employee, and with the approval of management, **and must be taken within six (6) months of bereavement** such leave may be extended without pay to a maximum of fourteen (14) days in total.

- 14.05 Where an employee is required to serve as a juror or **is required to attend as witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner’s inquest in conjunction with a case arising for the employee’s duties at the Forensic Services and Coroner Complex, and provides proof of that obligation to the Employer, the Employer will grant the employee paid court leave in accordance to the proceeding** as a Crown witness and provides proof of that obligation to the Employer, the Employer will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee’s regularly scheduled hours of work, during the period of the leave, at the employee’s gross rate (regular rate plus applicable premium), minus any amount received by the

employee for acting as a juror or as a Crown witness.

14.06 Bargaining unit employees shall be entitled to ten (10) sick days per calendar year. All sick days utilized by an employee shall be paid at his hourly rate. All unused sick hours shall be paid out in the first pay period in January annually at one hundred percent (100%) of the employees’ hourly rate

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

ARTICLE 15 HEALTH AND WELFARE

15.01 Full-time employees will be eligible for participation in the Employer’s Group Benefits Plan, which may be amended from time-to-time, with notice to the Union.

15.02 It is agreed that the benefit plans referred to in this Article are incorporated by reference into this Agreement, and that the Employer may, at any time, change carriers or plans.

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

- 15.04 The Employer shall provide the employee with a copy of the form “8” in the event of a compensable accidental injury.
- 15.05 It is required that employees on sick or injury leave advise the Employer as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability.
- 15.07 Full-time employees will be eligible for participation in the Employer’s Group Retirement Program, which may be amended from time-to-time, with notice to the Union.

ARTICLE 16 HOURS OF WORK AND OVERTIME

- 16.01 The standard work week shall consist of five (5) consecutive days of eight (8) hours each; there shall be seven (7) operational days per week and there shall not be any rotation of shifts except in the Building Operator classification.
- 16.02 A five (5) day work week employee who is required to report for work outside of his daily or weekly hours, per 16.06 (a) shall be guaranteed a minimum of four (4) hours’ work or pay in lieu thereof at the overtime rate if applicable.
- 16.03 An employee who cannot report on time or who is sick and unable to come to work, shall inform his supervisor at a minimum two (2) hours prior to the beginning of his shift, unless he is unable to do so

for bona fide reasons.

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

2 breaks for the 8-hour shift including a one half hour paid lunch

16.05 A daily time record shall be maintained by the Employer at its place of business.

16.06 (a) For a five (5) day work week employee, overtime pay will be provided at one and one-half (1 ½) times the employee's rate for all hours worked in excess of eight (8) hours in a day and or forty (40) hours in a week.

(b) Extra shift overtime shall be defined as a day outside an employee’s regular work schedule. Scheduled extra shift overtime shall be assigned by job classification and seniority and shall be offered on a rotational basis.

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

16.08 When daily overtime is required, employees currently on the premises who are currently performing the work shall be given first opportunity by seniority, followed by those employees scheduled for the next shift, by job

classification and seniority. Should overtime requirements still exist, those not scheduled to work shall be given the opportunity by job classification and seniority

- 16.09 When overtime is offered to a shift, the Employer will notify the Steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the Employer's manpower requirements and then only if they have returned to work prior to the working of such overtime.
- 16.10 All overtime is voluntary. In the event that an insufficient number of full-time employees are available, the Employer may have the work completed by whatever means it deems necessary, which may include requiring part-time employees to perform the work.
- 16.11 At the option of the employee, overtime may be banked and distributed with the following;
- (a) Employees electing to participate in the Time Banked option will advise the company in writing during the month of December for each year, for the following calendar year.
 - (b) For credit purposes, all overtime hours will be converted to straight time hours based on regular overtime payments for all overtime hours worked. Herein; i.e. Four (4) hours of overtime equals six (6) straight time hours

- (c) All banked overtime hours will be paid at the rate earned at the time the credit was earned, regardless of wage increase occurring during the interim period between earning the credit and liquidating the hours.
- (d) Banked hours will not be carried over from year to year. An employee may request to draw from the banked time, and get paid for all banked hours, by advising the company in writing, providing two weeks’ notice.
- (e) All banked time to be used within 90 days of the earned date. All hours not taken will be deemed forfeited by the employee.

ARTICLE 17 NO DISCRIMINATION

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

ARTICLE 18 BULLETIN BOARD

18.01 The Employer will provide the Union with access to one (1) bulletin board, for the purpose of posting of Union notices. It is agreed that only

notices on Union letterhead, authorized by the Union and approved by the Employer will be posted on the bulletin boards. Bulletin board shall have a two (2) differently cut key system where the Union will hold one (1) key and the Employer will hold one (1) key.

ARTICLE 19 HEALTH & SAFETY

- 19.01 The Employer, the Employees and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.
- 19.02 The Employer requires that safety footwear be worn at all times.
- 19.03 The Employer shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition. **The Employer shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition. The Employer shall make reasonable provisions for the health and safety of its employees during the hours of work in their**

employment. Protective devices on machinery, protective clothing, and other protective equipment deemed necessary by the JHSC to properly protect employees from injury shall be provided by the Employer.

19.04 The Employer agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees.

19.05 If the site or the government creates a vaccination policy for contractors that requires that all employees must have a specific vaccination as a condition of employment, in such cases, employees must comply within a reasonable notice period.

Employees may apply for an exemption with the Employer in accordance with the Human Rights Code, 1990. Requests for accommodation shall not be unreasonably denied.

- (i) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is

further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (ii) If an employee refuses to take the recommended or required vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period unless reassignment is not possible, in which case the employee will be placed on unpaid leave of absence. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees. If an employee gets sick as a result of the vaccination, and applies for WSIB, the employer will not oppose the claim. If the full cost of such vaccine is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavor to offer vaccinations during an employee’s working hours, providing a receipt of vaccination. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (iii) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 20 MISCELLANEOUS

20.01 Each employee shall have reasonable access to his file for the purpose of reviewing and evaluations or formal disciplinary notations

contained therein in the presence of his supervisor. A copy of any evaluation will be provided to the employee upon request. Similarly, employees can have access to their medical file as maintained by their supervisor in the presence of his supervisor.

20.02 A copy of the current job description for any bargaining unit position shall be made available to the Union upon request.

ARTICLE 21 EDUCATION LEAVE

21.01 (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application to the administration of the FSCC. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavor to arrange the shifts of the employees attending courses or seminars to permit such attendance.

(c) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer

shall pay the full costs associated with the courses.

ARTICLE 22 DURATION OF AGREEMENT

- 22.01 This Agreement shall, unless changed by mutual consent become effective upon ratification of this agreement and shall continue in full force and effect until the **11th day of November, 2026** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

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

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

Ratified on this 14th day of December, 2022.

FOR THE EMPLOYER

FOR THE UNION

Mike Fernandes

Brandon Dawe

James Quinn

Leonardo Gonzalez

APPENDIX “A”

(Ref: Article 2.06 “Part-time Employees)

- A-1 For the purpose of this clause, part-time employees, casual employees and students shall all have the same meaning when either term is used.

- A-2 Part-time employees who work more than twenty-four (24) hours in a month shall be required as a condition of employment to pay an amount equal to the monthly union dues paid by full-time employees, pursuant to Article 4.03 of this Agreement, except that they shall not pay initiation fees.

- A-3 **Part-time employees will be considered probationary and only acquire seniority only after they have worked five hundred and twenty (520) hours worked or within nine (9) calendar months, whichever comes first. With the written consent of the Employer, the probationary employee, and the Business Agent of the Local Union or designate, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The discharge of any such employee shall be at the sole discretion of the Employer. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.**

- A-4 A part-time seniority list shall be placed on the bulletin board and will be revised by the Employer every six (6) months. Copies of these lists shall be forwarded to the Union office.
- A-5 Seniority for part-time employees shall be for the purpose of being scheduled for work and to be hired for a full-time position.
- A-6 A steward will be present in any formal disciplinary meeting between a part-time employee and the employer, where the matter to be discussed is to become part of the employee’s performance record.
- A-7 Part-time employees will work within the scheduled shifts and will be paid overtime after forty (40) hours on the basis of time and one half (1 ½) his/her hourly rate of pay.
- A-8 Part-time employees shall not be used while bargaining unit employees are on lay-off until said employees are first offered recall to work or for the available hours of work.
- A-9 Part-time employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-10 The purpose of part-time employees is to allow the Employer the flexibility to perform relief work and work which is not feasible to schedule for regular assignment. The part-time employees shall not be used in such a manner that will cause the lay-off of a

seniority employee.

A-11 Part-time employees will:

(a) be granted rest periods as set out in Article 16.04 of this agreement.

(b) Receive vacation pay as determined under the Employment Standards Act.

(c) Receive the paid holidays listed in Article 10.01 and be paid a rate for work performed on a holiday as determined by the Employment Standards Act.

(d) Be entitled to the shift premium on the same basis as is applicable to an employee covered under Article 9.01 (b) of this Agreement.

(e) Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.

A-12 All part-time seniority employees covered by this agreement are required to wear Canadian Standards Association and Employer approved safety footwear. Part-time employees shall be eligible for a safety shoe allowance of one hundred twelve dollars and fifty cents (\$112.50) payable at the completion of their probationary period and thereafter on their annual anniversary.

A-13 Part-time employees shall be paid as outlined in Article 9.01 herein.

LETTER OF UNDERSTANDING #1

BETWEEN

TEAMSTERS LOCAL 419

AND

DEXTERRA FSCC

The parties agree that within twenty (20) days of the ratification of this Collective Agreement the Company will post one (1) full-time position solely for the current part-time employees to post for.

Ratified on this 14th day of December, 2022.

FOR THE EMPLOYER

FOR THE UNION

Mike Fernandes

Brandon Dawe

James Quinn

Leonardo Gonzalez

LETTER OF UNDERSTANDING #2

BETWEEN

TEAMSTERS LOCAL 419

AND

DEXTERRA FSCC

Pursuant to section 17 of the Employment Standards Act, 2000 (the ESA), the Company and the Union agree that members of the bargaining unit **can** work in excess of 48 hours per week, but not more than 60 hours per week.

As per the ESA, either party may terminate the arrangement with two (2) weeks’ written notice.

Ratified on this 14th day of December, 2022.

FOR THE EMPLOYER

FOR THE UNION

Mike Fernandes

Brandon Dawe

James Quinn

Leonardo Gonzalez

2022

January

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

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March

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April

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

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June

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July

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August

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September

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October

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November

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27	28	29	30			

December

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2023

January

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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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December

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2024

January

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
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February

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March

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24	25	26	27	28	29	30
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April

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May

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June

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July

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August

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September

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October

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November

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December

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2025

January

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February

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June

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August

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September

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November

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December

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2026

January

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February

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March

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April

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May

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June

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July

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August

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September

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October

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November

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December

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27	28	29	30	31		

Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Business Agent: Brandon Dawe

Office: (905) 670-4190 x232

Fax: (905) 670-4957

Cell: 416-706-3293

Email: brandon@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



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