



**Collective Agreement  
Between**

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

**And**

**Lynden International Logistics Co.**  
(hereinafter referred to as the "Company")

**June 1, 2022 to May 31, 2027**



# IMPORTANT

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

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

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

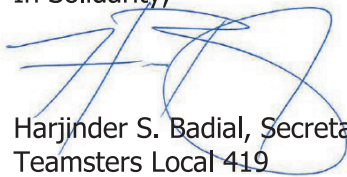
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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

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

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

In Solidarity,



Harjinder S. Badial, Secretary Treasurer  
Teamsters Local 419

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

**To all bargaining unit employees of  
Johnson Controls Canada LP**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

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

## STAFF

<b>Accounting</b>	<b>DEBBIE HOBBS</b>
<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Admin. Support/Dues</b>	<b>KAREN CANN</b>



*“In Solidarity We Rise”*

# Teamsters Historical Overview



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

**Teamsters Canada  
130,000 Members**

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

# Teamsters Canada

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

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

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

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

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

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

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



Members in each Province:

British Columbia – 30,000

Alberta – 8,000

Saskatchewan – 1,000

Manitoba – 2,000

Ontario – 44,000

Quebec – 41,000

Newfoundland – 1,000

Nova Scotia and New Brunswick – 2,000

# Teamsters Canada

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

## WHAT DO YOU GET FOR YOUR UNION DUES?

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

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



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

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

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

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

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

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

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

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

## **Interviews or Investigations**

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

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

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

**1) Demand union representation:**

Ask for Union representation before the interview.

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

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

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

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

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

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

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

Union representatives when summoned to the interview will:

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

# **OCCUPATIONAL HEALTH & SAFETY LAW**



# **THE OCCUPATIONAL HEALTH AND SAFETY ACT**

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

## **Employer's Duties**

Among other things the employer must:

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

## **Supervisor's Duties**

The Supervisor must:

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

## **Workers' Obligations**

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

## **Workers may not:**

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

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

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

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

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

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

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

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

## TABLE OF CONTENTS

ARTICLE 1 PREAMBLE .....	3
ARTICLE 2 RECOGNITION .....	3
ARTICLE 3 MANAGEMENT RIGHTS.....	6
ARTICLE 4 UNION SECURITY .....	7
ARTICLE 5 CHECK-OFF .....	9
ARTICLE 6 SENIORITY .....	11
ARTICLE 7 STRIKES AND LOCKOUTS .....	22
ARTICLE 8 SCHEDULING-RELATED PREMIUMS.....	22
ARTICLE 9 HOURS OF WORK.....	28
ARTICLE 10 PAID HOLIDAYS .....	34
ARTICLE 11 VACATIONS .....	37
ARTICLE 12 SICK LEAVE AND LONG-TERM DISABILITY .....	40
ARTICLE 13 INSURED BENEFITS.....	44
ARTICLE 14 JURY AND WITNESS DUTY.....	47
ARTICLE 15 HEALTH AND SAFETY .....	48
ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE .....	51
ARTICLE 17 PENSIONS.....	56
ARTICLE 18 NOTICES OF WARNINGS, SUSPENSIONS AND DISCHARGES.....	57
ARTICLE 19 BEREAVEMENT.....	58

ARTICLE 20 VACANCIES.....	59
ARTICLE 21 OCCUPATIONAL CLASSIFICATIONS.....	61
ARTICLE 22 TECHNOLOGICAL CHANGE.....	62
ARTICLE 23 LEAVES OF ABSENCE.....	64
ARTICLE 24 GENERAL .....	75
ARTICLE 25 TERM OF AGREEMENT .....	76
APPENDIX "A" - WAGE RATES .....	79
LETTER OF UNDERSTANDING .....	84

## **ARTICLE 1 PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS, it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 2 RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent for all full-time, part-time and casual maintenance employees of Johnson Controls Canada LP employed at Humber River Hospital save and except foremen, persons above the rank of foreman, nursing, administrative, office and clerical employees, technical employees, security guards, and



students employed during the school vacation period, and employees falling within the scope of collective agreements between the Hospital and other trade unions.

2.02 No employee holding a core bargaining unit position will be terminated, laid off, or have his or her regularly scheduled workweek reduced as a result of any contracting out of the work regularly performed by bargaining unit employees.

There shall be twenty-three (23) core bargaining unit positions held in the order of seniority, subject to the Employer's right to maintain within that core group a minimum of six (6) licensed 3<sup>rd</sup> Class Engineers, two (2) licensed plumbers, two (2) licensed electricians, one (1) Labourer and one (1) Helper.

Should a vacancy arise in the Core bargaining unit, the next most senior qualified non-Core bargaining unit employee will automatically become part of the core bargaining unit.

Employees holding core bargaining unit positions are entitled to all of the protections in Article 6.02(e), 6.04, 6.05, 6.06, 6.07, and 6.08.

Temporary and permanent layoff and termination of employees who do not hold core bargaining unit positions will be governed solely by the applicable provisions of the *Employment Standards Act* RSO 2000.

2.03 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of

instruction, experimentation, or in emergencies when regular employees are not readily available.

2.04 "Readily available" in the context of Article 2.03 shall be interpreted and applied having regard for the response times of the Facility Maintenance Services Agreement ("FMSA").

2.05 For the purposes of Article 2.03, the Employer's truck-based technicians will be treated as contractors and their use governed by Article 2.02 above. The purpose of this provision is to allow the Employer to use its own truck-based service technicians in circumstances where it would otherwise be entitled to use a contractor; the purpose is not to expand the Employer's right to subcontract work.

#### 2.06 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and the Employer on its own up to 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. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

For clarity the Employer, in accordance with the Job Posting provisions of the collective agreement, agrees to post any temporary vacancy in excess of three (3) months.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Part-time employees interested in such temporary full-time work may record such interest in writing with the Employer. Consideration shall be given to such requests prior to hiring new employees.

### **ARTICLE 3    MANAGEMENT RIGHTS**

3.01        The Union recognizes and acknowledges that it is the exclusive function of the Employer to:

- (i)    maintain order, discipline and efficiency;
- (ii)   hire, assign, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend and otherwise discipline employees.    Providing that if an employee claims that they have been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;

(iii) establish, alter and enforce reasonable rules and regulations to be observed by the employee. Such rules shall not be established in an arbitrary or discriminatory manner;

(iv) manage the operation and undertaking of the Employer, to direct the working forces and, without restricting the generality of the foregoing, to determine the kind and locations of the machines and equipment to be used, the allocation and numbers of employees required from time to time, the services to be performed and all other rights and responsibilities of Management not specifically modified elsewhere in this Agreement.

3.02 The Employer will not exercise its rights in a manner inconsistent with the provisions of the Agreement.

## **ARTICLE 4 UNION SECURITY**

4.01 Employees covered by the Agreement, as a condition of employment, shall become members of the Union at the commencement of their employment and thereafter maintain membership in the Union in accordance with the Union's Constitution and By-laws.

### **4.02 Local Bargaining Committee**

During negotiations between the Employer and Teamsters Local 419, the Union negotiating committee shall consist of not more

than two (2) members of the bargaining unit. In the event the bargaining unit complement reaches 20 or more employees, a third member may be appointed to the Union negotiating committee.

The Union shall advise the Employer of the names of the Johnson Controls employees selected to serve on the local bargaining committee.

The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to but not including arbitration.

#### **4.03 Recognition of Stewards**

The Employer agrees to recognize not more than two (2) stewards from among bargaining unit employees. The Union will inform the Employer of the names of such employees, and no steward shall be recognized by the Employer until such formal notification has been received.

#### **4.04 Union Activity on Premises**

(a) Before leaving their regular duties to attend to the investigation of a grievance or for any other purpose authorized by the Collective Agreement, a steward will obtain permission from their supervisor to do so and will report back to their supervisor when resuming their regular duties. Only a

reasonable amount of time shall be consumed during working hours for the investigation of a grievance.

(b) Subject to the Union first obtaining approval of the Hospital and the Employer, a representative of the Union shall be allowed to visit the Hospital premises during working hours subject to the approval of the Customer Business Manager or his/her designate. Such visits shall not unduly disrupt Employer operations, and must have no impact on Hospital operations.

#### 4.05 **Labour Management Committee**

The Employer and the Union agree to meet not more than once every three (3) months for the purpose of discussing issues involving matters of mutual concern arising out of the administration of the Collective Agreement.

Either party may request a Labour Management Committee meeting, in writing. When such request is made, it shall include a proposed agenda. A meeting shall be scheduled within ten (10) working days. The Co-Chairman for the Union shall be the Steward or his/her designate. The Co-Chairman for the Employer shall be the Customer Business Manager or his/her designate. The Union and Customer Business Manager may designate up to two (2) additional persons each as Committee Members.

## **ARTICLE 5 CHECK-OFF**

5.01 The Employer shall deduct from the first pay in each month from all present and future employees such monthly

dues as are uniformly levied upon all members of the Union in accordance with its constitution and by-laws. The amount of such dues shall be certified to the Employer by the Treasurer of the Local Union. The dues so deducted shall be turned over by the Employer to the Treasurer of the Local Union within fifteen (15) days after deduction is made and before the end of the current month for which deduction was made, along with a check-off list for whom the deductions were made, the employees' respective classifications, and if no deduction is made the reasons for such failure to deduct. If any dues owing are not remitted, they shall be adjusted and remitted the following month.

5.02 The Employer will provide, when requested by the Union, each employee's home mailing address and telephone number on file with the Employer.

The Union agrees to hold the Employer harmless for the deduction of proper Union dues so long as the Employer abides by the above provisions.

Upon presentation of a duly signed application for a Union membership card, the Employer agrees to deduct the amount of the Union initiation fee as set by the Union from time to time from the wages of the respective employee and to remit such amount to the Union not later than the end of the following calendar month.

Union dues deductions receipts for income tax purposes will be issued by the Employer on the employees' yearly T4 slips.

## **ARTICLE 6 SENIORITY**

6.01 Newly hired employees shall be considered probationary employees for the first forty-five (45) days worked. During this probationary period, employees shall be entitled to all rights and privileges of the Collective Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, provided the Employer acts in good faith and not in a manner that is arbitrary or discriminatory. With the written consent of the Employer, the probationary employee and the Business Agent of the Union (or designate), the probationary period may be extended. Any probation extensions will be agreed to in writing and will specify the length of the extension.

### **6.02 Loss of Seniority**

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;



- (d) employee fails to return to work upon the expiration of a leave of absence for or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

*Note:* The clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code

6.03 The Employer shall provide to the Union a list of employees in the bargaining unit ranked according to seniority and job classification every six (6) months, and will post the seniority list in a conspicuous location accessible to bargaining unit employees.

#### 6.04 **Job Security**

##### (a) **Staff Planning and Utilization Committee**

###### Composition and Meetings

The Committee shall be comprised of equal number of representatives of the Employer and from the Union. The number of representatives is to be determined

locally, and shall consist of two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular rate. The Employer shall make typing and other such clerical assistance available as required.

The Customer Business Manager (or designate) and the Union Business Representative (or designate) shall be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

#### Accountabilities and Mandate

The Committee shall meet not less than twice per year at roughly six month intervals (unless cancelled by mutual agreement of the Parties). The purpose of these meetings will be to discuss bargaining unit employee utilization, contracted services, and the requirements of

the FMSA with a view to maintaining workforce productivity and stability.

### **6.05 Notice of Layoff**

In the event of a proposed layoff in the bargaining unit of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

### **6.06 Severance and Retirement Options**

- (a) (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of

receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than thirty (30) days after receiving notice pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (b) Prior to issuing notice of layoff pursuant to article 10.02(a)(ii) the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a

permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Employer to a maximum of fifty-two (52) weeks on the basis of the employee's normal weekly earnings.

Note: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices, the Employer will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Employer will first make offers in order of seniority within the classifications where layoffs would otherwise occur
- (ii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (iii) The number of voluntary early exit options the Employer approves will not exceed the number of

employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

(d) A full-time employee who has completed one year of service and

- (i) whose lay-off is permanent, or
- (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act, 2000*, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

#### 6.07 Layoff and Recall

- (a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification (including trades qualification), providing that there remain employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time

hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a lay-off to an available opening, in order



of seniority, provided he has the ability to perform the work.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a position that does not include recognition of his/her trades qualification (if his/her trades qualification was recognized at the time of layoff) shall have the privilege of returning to a position that includes recognition of his trades qualification should ~~it~~ such a position become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The

notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.
- (i) An employee who is recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (j) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (k) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (l) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

#### **6.08 Benefits on Layoff**

In the event of a lay-off of a full-time employee, the Employer shall pay its share of insured benefits premiums

for up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

6.09 All bargaining unit employees shall accumulate seniority based on hours worked (including those hours not worked that are treated as "hours worked" for seniority and service purposes).

## **ARTICLE 7    STRIKES AND LOCKOUTS**

7.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act, 1995*.

7.02 The Union and Employer confirm that the *Hospital Labour Disputes Arbitration Act* ("HLDAA") applies. In the event the HLDAA is amended so as to exclude the parties from its jurisdiction, the parties agree that collective bargaining disputes shall continue to be resolved solely by mandatory interest arbitration in the same manner as if HLDAA still applied.

## **ARTICLE 8    SCHEDULING-RELATED PREMIUMS**

### **8.01 Definition of Regular Straight Time Rate of Pay**

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is

entitled, the regular straight time rate of pay is that prescribed in Appendix "A" in this agreement.

## 8.02 **Definition of Overtime (Overtime Premium)**

- (a) Employees scheduled to work 7-1/2 hours per day (inclusive of 2-15 minute paid rest breaks, but exclusive of a 30 minute meal period) shall be paid time and one-half (1 1/2) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a day or seventy-five (75) hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees.

Employees scheduled to work 11-1/4 hours per day (inclusive of 3-15 minute paid rest breaks, but exclusive of meal breaks totalling 45 minutes) shall be paid time and one-half (1-1/2) the employee's basic straight time hourly rate for all authorized overtime in excess of eleven and one-quarter (11-1/4) hours in a day, or seventy-eight and three-quarters (78.75) hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees.

Employees may be required to remain on the work site during meal breaks and be available for work if required. Where employees are required to remain on site and be available, their meal break will be paid time.

It is understood and acknowledged that the Employer has the right to require employees to perform reasonable authorized overtime work.

Call-back shall not be considered as hours worked for purposes of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also be counted as hours for which the overtime premium is paid.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

(b)The Employer will endeavour to distribute overtime on an equitable basis subject to availability.

### **8.03 Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The Reporting Allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

The foregoing reporting pay provisions only apply when the employee is required to physically come into work. Telephone consultation that does not require the employee

to report to work in person shall be compensated at applicable straight time or overtime rates of pay, as applicable, and shall be payable in not less than fifteen (15) minute increments.

#### 8.04 **Standby**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.20 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

#### 8.05 **Call Back**

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time

of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2½ times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.
- (d) Call-back shall not be considered as hours worked for the purpose of this Article.

#### 8.06 **Shift Premium**

Employees shall be paid a shift premium of one dollar twenty cents (\$1.20) per hour for all hours worked 7 PM and 7 AM.

#### 8.07 **Responsibility Allowance Outside the Bargaining Unit**

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

## 8.08 **Overtime - Lieu Time**

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1/2) , then time off shall be at time and one half (1 1/2) times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

## 8.09 **Paid Time to Working Time**

Employees absent on approved leave, paid by the Employer or by the Workplace Safety and Insurance Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.



## **8.10 Weekend Premium**

An employee shall be paid a weekend premium of one dollar twenty cents (\$1.20) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Employer may establish.

## **8.11 Wages and Classification Premiums**

An employee designated as a lead hand will receive an amount of \$3.00 per hour in addition to his regular rate of pay while so designated.

# **ARTICLE 9 HOURS OF WORK**

## **9.01 Daily and Weekly Hours of Work**

Except in those areas where the parties agree otherwise, the regular work week for all employees shall average not less than 75 hours bi-weekly and not more than 78.75 hours bi-weekly, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. Except in those areas where the parties agree otherwise, the normal daily hours of work shall be either seven and one-half (7½) hours not including a one-half (1/2) hour unpaid meal break or eleven and one-quarter (11-1/4)

hours not including a forty-five minute (3/4 hour) unpaid meal break.

Coverage	Working Hours	Paid Breaks	Unpaid Breaks	Biweekly
8 Hour Shift	7.0 hours	2 x 0.25 hours	1 x 0.50 hours	75 hours
12 Hour Shift	10.5 hours	3 x 0.25 hours	1 x 0.75 hours	78.75 hours

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

It is understood normal hours including those required to accommodate the change from Day-Light Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a

guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

## 9.02 Rest Periods

- (a) All employees will be allowed two fifteen (15) minute rest periods, one (1) in each full half scheduled shift without reduction in pay or without increasing the regular working hours, except in cases of emergency where the rest period may be delayed.
- (b) Each employee shall be allowed thirty (30) minutes for meals on his own time, which meal time shall be continuous and uninterrupted except in cases of emergency.
- (c) When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

## 9.03 Time Off Between Shifts

Where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and changeover of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

The employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost of the employer results from such exchange of shifts.

#### 9.04 **Weekends Off**

In scheduling shifts the Employer will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1½) unless the Employer, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or

- (iv) the Employer is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the employer and the employees affected and approved by the Union.

9.05 Days off shall be consecutive except when management considers that it is not practicable to do so. The Employer hereby undertakes to use its best efforts consistent with proper management of the facility to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution thereof among the employees.

9.06 (a) The Employer may allow an exchange of shifts at the request of two (2) employees provided that approval is obtained in advance and that no additional cost to the Employer results from such exchange of shifts.

(b) Where the Employer requires employees to sign in and out, he/she will do so as prescribed by the department upon arrival at and departure from work. The requirement to sign in and out will be applied to bargaining unit employees on department wide basis. If a department elects to introduce a sign in and sign out requirement for

bargaining unit employees, the Union will be advised in Staff Planning prior to the introduction of the requirement.

9.07 Work schedules shall be posted no less than two (2) weeks in advance.

9.08 Wages rates and trades premiums are as set out in Appendix "A" attached, which forms part of this Agreement.

### **9.09 Establishing Rates of Pay for New Classifications**

When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the

bargaining unit having regard to the requirements of such classification.

## **ARTICLE 10 PAID HOLIDAYS**

10.01 The Employer agrees to recognize the following public holidays with pay (based on a standard 7.5 hour work day) on the day on which they fall to all employees who have completed their probationary period:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

10.02 A tour that begins or ends during the twenty-four (24) hour period of a holiday designated in Article 10.01, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

### 10.03 **Payment for Working on a Holiday**

Any employee required to work on any of the above named holidays within this Collective Agreement shall be paid in the following manner:

- (a) they shall be paid their regular day's pay for the holiday. In addition, the employee will be paid time and one-half (1 1/2) of their regular rate for each hour worked on the said paid holiday.
- (b) or, by mutual agreement be paid at the rate of time and one-half (1 1/2) the basic hourly rate for all hours worked on the holiday and be given another day off with pay in lieu of the holiday within thirty (30) days of the date on which the holiday was observed.
- (c) An employee who is absent without just cause on a public holiday after being posted to work forfeits all pay for that day.

10.04 If a Paid Holiday falls within a period in which an employee is drawing sick pay, the employee will be paid for such Paid Holiday, but the Paid Holiday shall not be charged as sick leave time but rather paid as a Paid Holiday. This shall be limited to one (1) Paid Holiday in any one period of absence due to illness.

10.05 If one of the above named holidays occurs on an employee's regular day off or during his vacation period,



the employee will receive an additional day off in lieu thereof.

**10.06 Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half times his regular straight time hourly rate for such additional authorized overtime.

**10.07 Working on a Holiday**

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at the rate of time and one half times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding 4 pay periods of the occurrence of the overtime at a time mutually agreeable to the Employer and the employee, or payment in accordance with the former option shall be made.

## **ARTICLE 11 VACATIONS**

### **11.01 Entitlement and Calculation of Payment**

Vacation entitlement shall be as follows:

- (a) An employee, who has completed less than one (1) year of continuous service as of the date for determining vacation entitlement, shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be pro-rated in accordance with his/her service.
- (b) An employee, who has completed one (1) year but less than two (2) years of continuous service as of the date for determining vacation entitlement, shall be entitled to two (2) weeks' annual vacation with pay.
- (c) An employee, who has completed two (2) years but less than five (5) years of continuous service as of the date for determining vacation entitlement, shall be entitled to three (3) weeks' annual vacation with pay.
- (d) An employee, who has completed five (5) years but less than thirteen (13) years of continuous service as of the date for determining vacation entitlement, shall be entitled to four (4) weeks' annual vacation with pay.
- (e) An employee, who has completed twelve (12) years but less than twenty-two (22) years of continuous service as of the date for determining vacation entitlement, shall be entitled to five (5) weeks' annual vacation with pay.
- (f) An employee, who has completed twenty (20) years but less than twenty-eight (28) years of continuous service

as of the date for determining vacation entitlement, shall be entitled to six (6) weeks' annual vacation with pay.

- (g) An employee, who has completed twenty-eight (28) or more years of continuous service as of the date for determining vacation entitlement, shall be entitled to seven (7) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventh (7<sup>th</sup>) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

#### 11.02 **Approved Leave of Absence During Vacation**

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

### 11.03 **Vacation Scheduling**

Requests for vacation preference for the vacation year commencing June 15<sup>th</sup> and ending June 14<sup>th</sup> will be made by April 1<sup>st</sup> preceding the commencement of the vacation year. The vacation schedule will be posted no later than April 15<sup>th</sup>. All vacation periods will be arranged by the supervisor with consideration being given to the employees' request on a seniority basis and the needs of the department.

All other vacation requests will be reviewed on a first come first serve basis taking into consideration the needs of the department. The supervisor or designate will notify the employee of the decision within one week of the request. Permission will not be unreasonably denied.

An employee may, subject to the written approval of his/her Manager, postpone up to a maximum of two (2) weeks of his/her annual vacation to the following vacation year. Except

where provided for above, unused vacation each year shall be paid out annually.

- 11.04 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to this date of separation unless he leaves without giving at least two (2) weeks' notice of termination in which case he shall be entitled to the vacation pay calculated in accordance with the provisions of the *Employment Standards Act, 2000*.

## **ARTICLE 12 SICK LEAVE AND LONG-TERM DISABILITY**

### **12.01 Workers' Compensation Injury**

In the case of an accident which will be compensated by the Workplace Safety and Insurance Board, the employer will pay the employee's wages for the day of accident.

- 12.02 The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

- 12.03 The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying

the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

12.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety and Insurance benefits.

12.06 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

No sick pay benefit is payable under HOODIP for the first two (2) days of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>)."

12.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

12.08      **Employment Insurance Rebate**

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

12.09      Any dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

12.10      **Pay for Medical Certificates**

The Employer shall pay the full cost of any medical certificates required of an employee.

12.11      In order to qualify for sick leave an employee must notify his Supervisor or, in his absence, a designate at least two (2) hours prior to the beginning of the employee's shift in the case of day shift and four (4) hours prior to the beginning of the employee's shift for evening and night shifts. This is to be interpreted that the Supervisor is to be informed for each day that the employee will be absent. The Employer reserves the right to require proof of illness by medical certificate or such other form of proof as the Employer may require before sick leave is granted.

12.12 An employee returning to duty following a sick leave must so advise the Employer not less than twelve (12) hours in advance that they intend to return, in the case of day shift, and not less than four (4) hours in advance in the case of evening and night shift.

12.13 **Workers' Compensation Benefits and Sick Leave**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.



## **ARTICLE 13 INSURED BENEFITS**

13.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under Desjardins Insurance or comparable coverage with another carrier.
  
- (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the amended Desjardins Insurance plan benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of \$350; and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$350.

In addition to the standard benefits, effective the first deduction date the month after the award coverage will include vision care (maximum of \$300.00 every 24 months plus biennial eye exams) as well as a hearing aid allowance (cost of acquisition per individual every 36 months.)

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

- (c) The Employer agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under Sunlife or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Desjardins Insurance or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the

monthly premium is paid by the employee through payroll deduction. Dental recall including preventative services is every nine (9) months; complete and partial dentures at 50/50 co-insurance to \$1000 annual maximum; and crowns, bridgework, and repairs to same at 50/50 co-insurance to \$1000 annual maximum.

(e) **Benefits on Early Retirement**

The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.

13.02 **Change of Carrier**

A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full

specifications of the benefit programs contracted for and in effect for employees covered herein.

## **ARTICLE 14 JURY AND WITNESS DUTY**

14.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a 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 connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

14.02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the Employer will attempt to re-schedule the employee's regular day off it being understood that any rescheduling shall not

result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a) (b) and (c) above.

## **ARTICLE 15 HEALTH AND SAFETY**

15.01 The Employer will provide uniforms at the Employer's expense. Employees will be provided with five sets of uniforms at any one time. Uniforms will be replaced on a normal "wear-and-tear" basis, as and when required. Employees shall wear assigned uniforms at all times while at work.

The Employer will launder the uniforms. In the event the Employer decides to cease laundering employee uniforms, it may do so on sixty (60) calendar days' notice to the Union and each affected employee, in writing, provided it pays to each affected employee a laundry allowance of \$200.00 per year.

#### 15.02 **Safety Boots/Shoes**

All employees shall be required to wear safety boots or shoes, which shall only be worn in connection with work performed at the Hospital. The Employer will reimburse an amount based on prevailing Brookfield policy towards the purchase of safety footwear to each employee. Such payment will be made once only in each twelve (12) calendar months, commencing January 1<sup>st</sup> of each year.

#### 15.03 **Accident Prevention - Health and Safety Committee**

- (a) The Employer and the Union agree to maintain safety and health standards in the workplace designed to prevent accidents, injury and illness.
- (b) The Employer agrees to accept as a member of its workplace Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

- (c) The Committee will identify potential dangers and hazards, institute improvements to health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate in providing information necessary to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose any earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

#### 15.04 **Prescription Safety Glasses**

An employee requesting prescription safety glasses will be reimbursed up to \$200 each twenty-four (24) months subject to approval by the Employer in advance and proof of purchase.

## **ARTICLE 16 GRIEVANCE AND ARBITRATION**

### **PROCEDURE**

16.01 For purposes of this Agreement, a “grievance” is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

16.02 At the time discipline is imposed, or at any stage of the grievance procedure, including the complaint stage, an employee shall have the right to be represented by their steward.

16.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate Supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate Supervisor's decision in the following manner and sequence:



## **Step 1**

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate Supervisor or designate will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Employer may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

## **Step 2**

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Customer Business Manager/Director or designate.

A meeting will then be held between the Customer Business Manager/Director or designate and the designated union representatives who shall be accompanied by the full time representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

### **16.04 Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be

originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is an Employer grievance it shall be filed with the Grievance Committee.

#### 16.05 **Group Grievance**

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Customer Business Manager/Director or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

#### 16.06 **Discharge Grievance**

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union steward, or by the Union steward at Step 2 of the

grievance procedure to the Employer within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

16.07 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

- 16.08 All agreements reached, under the grievance procedure, between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).
- 16.09 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and shall propose one or more persons to serve as the sole Arbitrator.
- (b) Within five (5) days thereafter, the other party shall either agree to one of the Arbitrators proposed or shall propose one or more other Arbitrators.
- (c) If the Parties are unable to agree on the appointment of an Arbitrator, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.
- (d) The parties may, upon mutual agreement, agree that the arbitrator shall proceed by way of mediation-arbitration. Once so appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to impose a settlement and to limit evidence and submissions.
- 16.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 16.11 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 16.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 16.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 16.14 Each of the parties hereto will share equally the fees and expenses, if any, of the Arbitration Board.
- 16.15 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

## **ARTICLE 17 PENSIONS**

- 17.01 All present employees (full-time and/or part-time) enrolled in HOOPP shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

On date of hire or during appropriate orientation the Employer will provide employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet.

## **ARTICLE 18 NOTICES OF WARNINGS, SUSPENSIONS AND DISCHARGES**

- 18.01 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations, contained therein. Such request will be made in writing by the employee, to the Human Resources Department and will be reviewed in the presence of the Director of Human Resources or his/her designate. The Human Resources Department will endeavour to provide said file within one working day of the request.
- 18.02 Any letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such eighteen (18) month period.
- 18.03 Each employee will be given a copy of his/her performance evaluation. The employee sign such evaluation as having been read and shall have the opportunity to add his/her view to such evaluation.

## **ARTICLE 19 BEREAVEMENT**

19.01 Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off, without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt, uncle, niece, or nephew. The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

## **ARTICLE 20 VACANCIES**

20.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the union notice under Article 10.02 (a) of its intention to eliminate the position.

20.02 The postings referred to in Article 23.01 shall stipulate the qualifications, classification, rate of pay, and shift and a copy shall be provided to the Chief Steward.

20.03 Employees shall be selected for positions under Article 23.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to



perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

20.04 Vacancies which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in Teamsters service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Employer. In considering such part-time employees, the criteria for selection in 23.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

20.05 The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

20.06 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the

employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.

20.07 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to change his or her permanent status.

## **ARTICLE 21 OCCUPATIONAL CLASSIFICATIONS**

21.01 Attached as Appendix "A" and constituting part of this Agreement is a listing of the job classifications and the applicable hourly rates of pay and trades premiums.

### **21.02 Trades Hourly Premiums**

The premium for holding and maintaining certain trade tickets required by the Employer will be added to the Facility Mechanic rate and constitute part of an employee's base wage rate for all purposes, including HOOPP. Employees receiving such premiums shall ensure that they continue to meet all qualification and licensing requirements associated with their trade.

Employees required to hold dual trades tickets will receive the full trade premium for their primary trade (as

determined by management), and 1/2 of the trade premium for their secondary trade.

## **ARTICLE 22 TECHNOLOGICAL CHANGE**

22.01 (a) "Technological change" means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

(b) The Employer will discuss with the Union in advance, so far as is practicable, any plans it may have for technological change which would result in the layoff of an employee in the bargaining unit.

(c) A Joint Labour-Management Adjustment Committee will be formed to discuss the options open to the Employer, including the reasons for the change, the Employer's responsibility to the workers and the community, maintenance of earnings and severance pay, the feasibility of reducing the work force through other methods such as attrition, transfer to other jobs, re-training, and early retirement.

(d) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, employees shall be given a period of training, with due consideration being

given to the employee's age and previous education background, during which they may perfect or acquire the skills necessitated by the new method of operations. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage rates during the training period of any such employee. Training shall be given during the regular hours of work wherever possible and may extend for up to six (6) months.

It is understood that this clause shall apply only where such training can reasonably be expected to prepare an employee to perform the job or jobs that remain, and only to the employees who otherwise would qualify for the jobs available.

(e) An employee whose position becomes redundant shall be given the opportunity to fill any vacancy in the bargaining unit (subject to seniority where there are competing claims for the vacancy) and, if there is no vacancy, to bump the junior employee working in the bargaining unit. In filling either position, the employee must possess the necessary knowledge, proficiency and skill to perform the functions of their new position and shall be given a trial period of up to thirty (30) days in which to demonstrate their suitability and to retain their employment.

## **ARTICLE 23 LEAVES OF ABSENCE**

### **23.01 Education Leave**

- (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 by the employee to the Human Resources department of the Employer. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of 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.
- (d) Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for

training related to the employee's employment at the Hospital.

## 23.02 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly

earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### 23.03 **Parental Leave**

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.



- (c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall

continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including

pension, in which the employee is participating, for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

- (h) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

#### 23.04 **Full-Time Union Office**

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in

which the employee is participating during such leave of absence.

### 23.05 **Union Leave**

- (a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital facility.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer.
- (c) Leave of absence for Union business may be given without pay up to a cumulative total of sixty (60) days for bargaining unit employees during the calendar year. It is agreed that no more than three (3) employees from each bargaining unit shall be absent on such leave at the same time and not more than one (1) employee from the same area at any one time.
- (d) Notwithstanding the above, it is understood that the Union may require that more than three (3) employees from each bargaining unit be absent for training purposes or special circumstances. The employer will endeavour to approve such leave based on the needs of the Employer.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Employer will be entitled to an

additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purposes of attending Executive and/or Council meetings.

Where employees on leave of absence requested by the Union, the Employer will pay the regular salary to the employees and invoice the Union the employee's lost time.

- (f) Where requested by the Union, the Employer will maintain employees' salary while on union leave and the Union will reimburse the Employer upon receipt of an invoice from the Employer.

### **23.06 Personal Leave**

Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

The Employer may grant leave of absence without pay to an employee for valid personal reasons, provided that such a request is made in writing at least two (2) weeks in advance if possible.

### **23.07 Medical Care and Emergency Leave**

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise his or her Manager that he or she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

### **23.08 Compassionate Care Leave**

The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums:

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be

reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 24 GENERAL**

### **24.01 Lockers**

Locker facilities will be provided for the employees' convenience when such become available.

### **24.02 Bulletin Boards**

The Employer agrees to supply and make available to the Union for the posting of Union notices a bulletin board to inform all employees in the bargaining unit of activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior approval by the Customer Business Manager or designate. The Employer will ensure that the bulletin board space provided is reasonably adequate for the stated purpose

### **24.03 Liability Insurance Review**

Upon request of the Union, and with reasonable notice, the Employer will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union. The Union agrees that it will keep the terms of the insurance



policy(s) and their contents confidential, except insofar as the Union wishes to discuss the terms or content of the Policy(s) with the Customer Business Manager and/or Union legal representatives.

#### 24.04 **Part Time Benefits**

A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

### **ARTICLE 25 TERM OF AGREEMENT**

25.01 This Agreement shall continue in effect from March 16, 2019 until March 15, 2023, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

Either party may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date

of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations within thirty (30) days after the giving of notice if so requested.

Ratified this 29<sup>th</sup> day of June, 2021.

**FOR JOHNSON CONTROLS CANADA LP:**

---

**Matt Carey, Customer Business Manager**

---

**Michael Adam, Director Labour Relations**

**FOR TEAMSTERS LOCAL 419:**

---

**Faheem Bhatti, Business Agent**

---

**Josh Burns, Bargaining Committee**

---

**Quido Tessel, Bargaining Committee**

---

**Ingaran Arulpragasam, Bargaining Committee**

**APPENDIX "A" - WAGE RATES**

**BASE MINIMUM WAGE RATES**

<b>CLASSIFICATION</b>	<b>July 18, 2021</b>	<b>March 16, 2022</b>
Facility Mechanic	\$31.33	\$TBD
Helper (Trades)	\$26.36	\$TBD
Labourer	\$24.70	\$TBD
<b>Trades Hourly Premiums (Added to Facility Mechanic Rates where ticket required)</b>		
Power Engineer, 3rd Class	\$4.00	
Electrician	\$4.00	
Plumber	\$4.00	

In lieu of retroactivity, the Employer will pay bargaining unit members employed on the date of ratification a lump sum payment of \$2,128.55 (subject to all applicable deductions and withholdings). Such payment will be made by direct deposit within three pay periods following ratification.

A Refrigeration Operator Class B ticket shall be deemed the equivalent of a Power Engineer, Class 3.

The March 16, 2022 annual wage increase will be based on the Facility Maintenance Services Agreement (“FMSA”) labour cost indexation (which is in turn based on 2022 Ontario health care central settlements for Service collective agreements).

### **Apprentice Rates**

Apprentices will be paid a percentage of the combined Facility Mechanic/Trade Premium rate applicable to the Apprentice’s trade, based on his/her placement in the apprenticeship program by apprenticeship authorities.

<b>Apprentice Level/Program Year</b>	<b>Rate</b>
1 <sup>st</sup> Year	40%
2nd Year	50%
3 <sup>rd</sup> year	60%
4 <sup>th</sup> Year	70%
5 <sup>th</sup> Year	80%

Apprentices are required to progress in their trade in a consistent and steady manner. An apprentice who fails to progress to the next year of his or her program on two occasions may be terminated for just cause on the basis of non-capable incapacity.

## **CLASSIFICATION DESCRIPTIONS**

### **All Humber Classifications**

#### **Common Qualifications, Duties and Responsibilities**

##### **Customer Service**

Responds to customer needs, inquiries and requirements in a professional, prompt, respectful and courteous manner at all times.

##### **Performance Requirements**

Diligently responds to work orders, work assignments and other work requests in a timely manner consistent with the response and rectification times prescribed in the Facility Maintenance Services Agreement ("FMSA"), or as otherwise directed by management.

##### **Teamwork**

Works together with other maintenance staff, management, Hospital staff, and contractors, as and when required, in a cooperative, efficient and respectful manner to complete assigned work.

##### **Safety**

Performs all duties in a safe, diligent and careful manner, and in strict compliance with Company and Site-Specific

occupational health and safety policies, rules and requirements.

### **Housekeeping and Clean-Up**

Ensures that all work areas are kept clean and tidy at all times and in a manner consistent with good housekeeping practices.

### **General Maintenance**

Performs maintenance, inspection and repair work on all facilities and systems within the scope of work defined by the Facility Maintenance Services Agreement ("FMSA"), as and when required, directed or assigned, consistent with his or her skills, abilities and training.

## **Classification Specific Qualifications, Duties and Responsibilities**

### **Facility Mechanics**

Maintains and repairs Hospital plant and facilities to ensure efficient and cost-effective operation.

Performs specialized trades-related work<sup>1</sup> consistent with his/her trades qualification, skills and abilities, as and when required.

---

<sup>1</sup> Facility Mechanics can be required to perform any trades-specific work they are qualified to perform by virtue of their skills and training, whether or not it is part of their specific trade, provided the work in question is not exclusively assigned to a mandatory trade (i.e. plumber, electrician).

## **Labourers and Helpers**

Labourers are hired primarily to perform unskilled labour. Helpers are hired primarily to perform semi-skilled labour assisting tradespersons. It is expected and desired that over the course of their employment, Helpers and Labourers will develop additional facility maintenance and operations skills, with the objective of becoming qualified to apply for Facility Mechanic postings.

Consequently, Labourers and Helpers can be assigned any work they are capable of performing safely, without limitation, provided such work assignment does not result in the termination, lay off or reduction of scheduled weekly hours of work for Facility Mechanics.

Labourers and Helpers cannot be reclassified into higher rated positions based on the work they are assigned nor the skills and abilities they develop and utilize in their work. To advance, Labourers and Helpers must successfully post into a vacant position when qualified to do so.



## **LETTER OF UNDERSTANDING**

### **BY AND BETWEEN**

**JOHNSON CONTROLS CANADA LP  
(HUMBER RIVER HOSPITAL P3)  
(the "Employer")**

### **AND**

**TEAMSTERS LOCAL 419  
(the "Union")**

### **12 HOUR SHIFT SCHEDULE IMPLEMENTATION**

The Employer and the Union agree that in the event the Employer elects to adopt the 12 hour Shift Schedule discussed during negotiations on March 18, 2015 as set out below, or a variant thereof, the following restrictions or limitations shall apply:

1. Employees scheduled to work Nights on the short week (highlighted in RED below) will be prohibited from scheduling time off during those two days each rotation;
2. The two 12 hour shifts in the middle of the short week shall together constitute the equivalent of 3 days of work

for the purpose of triggering the obligation to provide objective medical proof of illness.

<b>WEEK 1</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
<b>DAYS</b>	ON	ON	OFF	OFF	ON	ON	ON
<b>DAYS</b>	OFF	OFF	ON	ON	OFF	OFF	OFF
<b>NIGHTS</b>	ON	ON	OFF	OFF	ON	ON	ON
<b>NIGHTS</b>	OFF	OFF	ON	ON	OFF	OFF	OFF
<b>WEEK 2</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
<b>DAYS</b>	OFF	OFF	ON	ON	OFF	OFF	OFF
<b>DAYS</b>	ON	ON	OFF	OFF	ON	ON	ON
<b>NIGHTS</b>	OFF	OFF	ON	ON	OFF	OFF	OFF
<b>NIGHTS</b>	ON	ON	OFF	OFF	ON	ON	ON

# 2019

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2020

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2021

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 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
30	31					

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2023

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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





# Teamsters Local Union 419 (MEMOS)





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

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

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

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

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

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

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

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

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](mailto:faheem@teamsters419.ca)**

**[www.teamsters419.ca](http://www.teamsters419.ca)**

***"IN SOLIDARITY WE RISE"***

Respect  
Is a  
Teamster  
Contract



Follow us on Social Media...