



**Collective Agreement
Between**

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

And

WIOSS Vaughan Corporation
(hereinafter referred to as the Company)

May 1, 2024 to April 30, 2029



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.

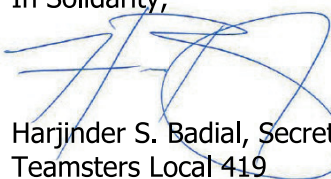
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

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
WIOSS Vaughan Corporation**

Dear Sister or Brother,

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

Teamsters move forward together...

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

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

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

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

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

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALI WAL
Union Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



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

**Teamsters Canada
125,000 Members**

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

Teamsters Local Union 419

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

Teamsters Local Union 419 includes members in the following industries:

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

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



Teamsters Local Union 419

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

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

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



WHAT DO YOU GET FOR YOUR UNION DUES?

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

In short, dues pay for legal representation, educational programs, help 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 interest of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

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

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

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

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

3) Union representation is a fundamental right:

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

What should you say:

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

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

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

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

Employer's Duties

Among other things the employer must:

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

Supervisor's Duties

The Supervisor must:

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

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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

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ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious relations; to provide a satisfactory procedure for the final and binding settlement of grievances arising out of this Agreement; and to set forth those working conditions that have been negotiated.
- 1.02 This Agreement sets forth the entire Agreement on rates of pay, other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both the Union and the Employer chairs of the bargaining committees.

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees working at or out of 8265 Huntington Road, Vaughn, Ontario, save and except Team Leaders, Supervisors, and those above the rank of Team Leader, or Supervisor, office, clerical and sales staff, IT and safety
- 2.02 The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Persons not covered by this agreement may perform work normally performed by members of the bargaining unit, provided that such activity does not result directly in the layoff of bargaining unit members, or eliminate the recall of an employee on layoff.
- 2.04 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. This does not restrict the employer from providing awards and or prizes based on an employee performance or other work related criteria. In any such awards or prize shall be distributed in an open transparent process. In any such event, awards and prizes shall be implemented open and transparent.

ARTICLE 3 RESERVATIONS TO MANAGEMENT

- 3.01 (a) The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and its employees, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the employer.;
- (b) Without limiting the generality of the foregoing, and subject to the other provisions of the Agreement, the Employers shall have the right to select personnel, hire assign work or duties, transfer, layoff and recall employees.

The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and its employees, subject only to those specific limitations

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expressly contained in this Agreement, all rights and prerogatives of management are retained by the employer.

- 3.02 In the event that the Employer exercises any of the aforementioned rights contrary to any article or clause of this Agreement an employee injured thereby shall have the right to file a grievance.

ARTICLE 4 UNION SECURITY

- 4.01 The Employer agrees to deduct monthly, from the first pay cheque of each month for each employee, the regular monthly Union dues, uniformly required of all members, by the 20th day of the current month as are authorized by the Union's constitution and by-laws, and certified from time to time in writing by the Union.
- 4.02 The Employer agrees to remit the total amount so deducted by cheque payable to the Secretary-Treasurer of the Union not later than the 20th day of the current month. The dues cheque shall be accompanied by a statement showing in alphabetical order the name of each employee from whose pay deductions have been made and the total amount deducted for the month.
- 4.03 The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Employer by letter of any change in the amount of Union dues and such notification shall be the Employer's authorization to make deductions specified.
- (a) All monthly dues for employees to be submitted with current address (as provided by the employee), and postal code
- Monthly:
1. New employees to be listed in alphabetical order with current address (as provided by the employee), postal code,
 2. Terminations or resignations to be clearly identified with name, current address (as provided by the employee), postal code, and date of termination or resignation.
- 4.04 The Employer agrees to record on each employee's Tax T-4 Statement the total Union dues paid by that employee in that year.
- 4.05 The Union agrees to indemnify the Employer and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

ARTICLE 5 UNION REPRESENTATION

- 5.01 The Union may appoint or elect, and the Employer shall recognize three (3) stewards. In the event that the Employer changes the number of shifts, the complement of stewards will change accordingly (i.e. three stewards for three shifts, four stewards for four shifts, etc.).

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- 5.02 The Union shall advise the Employer in writing of the names of the Stewards, and Alternate Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- 5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise.
- 5.04 For the purpose of adjusting disputes the employer will arrange for an area within the facility to meet with an authorized representative of the union during working hours.
- 5.05 The Employer shall pay, at their base rate of pay, a maximum of three (3) employees on the Union negotiating committee for time spent during their regular working hours negotiating the renewal of this Agreement with the Employer. By mutual agreement between the Employer and the Union, the Union may have additional committee members however; any lost hours of work for said employees shall not be at the expense of the Employer.
- 5.06 The Employer agrees to recognize any employees, selected by the Union stewards, to act as alternate Stewards, in the event that the Steward is absent from work.
- 5.07 The Union Stewards will be copied on letters of discipline and all notices posted by the Company which affect the bargaining unit. The Company will ensure that all policy changes or new policies that are affecting the bargaining unit will be posted and provided to the Union stewards prior to their implementation.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he/she has first given the Employer the opportunity to adjust his/her complaint by advising his/her supervisor of his/her complaint.
- 6.02 For the purpose of facilitating meaningful discussion, the grievance form will briefly summarize the facts upon which the Union relies and the Articles of the Collective Bargaining Agreement alleged to have been violated. The Employer agrees that the Union will not be prevented from raising at a subsequent step or in arbitration any additional Article in the Collective Agreement, which was omitted by oversight, provided the original intent of the grievance is not changed.

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- 6.03 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within seven (7) calendar days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.04 STEP ONE

A meeting between the aggrieved employee and his/her Manager shall occur as soon as practical (i.e. within one or two business days) and the employee shall be accompanied by his/her Steward. The employee's Manager shall give his/her decision in writing within five (5) calendar days of the meeting.

6.05 STEP TWO

Within five (5) calendar days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Operations Manager, or a person or persons designated by him/her to handle such matters at Step Two. The Operations Manager or his/her designate shall schedule a meeting to be held within five (5) calendar days from the time when such grievance was presented to him/her, or his/her designate.

At the Step Two meeting, the employee shall be accompanied by his/her Steward, and the Manager, or his/her designate, may be accompanied by officials of the Employer. The business Representative of the Union shall be present at the meeting. The Operations Manager, or his/her designate, shall give a decision in writing on behalf of the Employer within five (5) calendar days immediately following the date of such meeting.

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

- 6.07 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within fifteen (15) calendar days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his/her designate, shall schedule a meeting between the parties to be held within fifteen (15) calendar days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) calendar days following the date of

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such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

- 6.08 The Employer shall, from time to time, notify the Union in writing of the names of the Employer representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the time specified. The parties may extend the time limits in the grievance procedure by mutual agreement. Such extensions must be confirmed in writing. Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.10 If the Employer suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension. Copies to be forwarded to the Union Office.
- 6.11 If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) calendar days after notice has been given to the employee and the Steward.
- 6.12 If an employee is discharged, such discharge will take effect immediately, except such that the employee shall be given the right to a ten (10) minute interview with his/her Steward, then said employee will immediately leave the premises.
- 6.13 A Steward, or in the absence of the Steward, an alternate Steward, shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions, discharges or where the matter discussed is to become part of the employee's record(s). If a Steward or Alternate Steward is not on shift and there is a need to have a disciplinary meeting, the employee shall have the right to select an alternate employee to be present for the meeting. Further, if the Steward or Alternate is on shift, they shall not be bypassed. Only the Union steward(s) or the business agent will be authorized to sign off on a grievance on behalf of the union.
- 6.14 Any action or decision in respect of any employee shall not be based on any disciplinary or counselling document in his/her record which has been on file for more than fifteen (15) months, provided the employee remains discipline free for fifteen (15) months following the date of the last discipline issued.

ARTICLE 7 ARBITRATION

- 7.01 If the grievance is not resolved at Step 2 of the grievance procedure contained within Article 6 of this Agreement, the grieving party may refer the grievance to arbitration by giving notice in writing to the other party within twenty (20) calendar days after receipt of the Step 2 response, but not thereafter. If the request for arbitration is not given within the

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twenty (20) calendar day period, the decision at step 2 shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn without prejudice.

- 7.02 After the notice to arbitrate has been given, but before an arbitrator has been selected, the parties may mutually agree to extend the time for selecting an arbitrator in order for the parties to engage the services of a grievance settlement officer to assist the parties in resolving the dispute. The cost of the grievance settlement officer shall be shared equally between the parties. If the grievance settlement officer is unable to settle the dispute, then the parties will proceed to select an arbitrator under the terms of this Agreement. A grievance which has been referred to an arbitrator, who shall be selected by the Employer and the Union within twenty (20) calendar days from the receipt of the notice to arbitrate or the meeting of the grievance settlement officer as the case may be. If the Employer and the Union are unable to agree on a sole arbitrator within the twenty (20) calendar day period then either party may request the Ontario Minister of Labour to appoint an arbitrator.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting. Arbitrators will be asked to issue oral decisions with reasons to follow whenever possible, however, no later than forty-eight (48) hours after the conclusion of the hearing.

Within ten (10) working days after the notice of intent to arbitrate has been given in accordance with the times as provided in Article 7 herein, the Employer or their designates and the Union or their designates will contact the first arbitrator on the list. In the event that he/she is unavailable to commence the arbitration within forty (40) working days of the parties contacting him/her, the parties agree to move to the next arbitrator who shall be contacted and appointed upon the same conditions. Each subsequent referral to arbitration shall be by rotation sequentially through the list.

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The list of Arbitrators is as follows:

Louisa Davie
Norm Jesin
Daniel Randazzo
Stephen Raymond
Martin Teplitsky
Neil Keating
William Kaplan

ARTICLE 8 STRIKES AND LOCKOUTS

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

ARTICLE 9 CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 (a) The classifications and rates covered by this agreement shall be as follows:

EQUIPMENT OPERATORS

May 1, 2024 (first full pay period after) 2.5%

L0	L1	L2	L3	
21.02	21.33			Start
21.64	22.24	23.15	23.37	12 months
23.46	24.07	24.99	25.89	24 months
24.38	25.29	25.89	26.81	36 months
25.92	26.54	27.48	28.42	48 months

May 1, 2025 (first full pay period after) 3.6%

L0	L1	L2	L3	
21.02	21.33			Start
21.64	22.24	23.15	23.37	12 months
23.46	24.07	24.99	25.89	24 months
24.38	25.29	25.89	26.81	36 months
26.85	27.50	28.47	29.44	48 months

May 1, 2026 (first full pay period after) 3.4%

L0	L1	L2	L3	
21.02	21.33			Start

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21.64	22.24	23.15	23.37	12 months
23.46	24.07	24.99	25.89	24 months
24.38	25.29	25.89	26.81	36 months
27.76	28.44	29.44	30.44	48 months

May 1, 2027 (first full pay period after) 2.75%

L0	L1	L2	L3	
21.02	21.33			Start
21.64	22.24	23.15	23.37	12 months
23.46	24.07	24.99	25.89	24 months
24.38	25.29	25.89	26.81	36 months
28.52	29.22	30.25	31.28	48 months

May 1, 2028 (first full pay period after) 2.75%

L0	L1	L2	L3	
21.02	21.33			Start
21.64	22.24	23.15	23.37	12 months
23.46	24.07	24.99	25.89	24 months
24.38	25.29	25.89	26.81	36 months
29.30	30.02	31.08	32.14	48 months

ELECTRO MECHANICS

May 1, 2024 (first full pay period after) 2.5%

L0	L1	L2	L3	
30.94	31.09	31.99		Start
31.38	31.99	32.91	33.83	12 months
33.22	33.83	34.74	35.65	24 months
34.13	34.74	35.65	36.58	36 months
35.04	35.65	36.58	37.48	48 months
36.86	37.49	38.42	39.36	60 months

May 1, 2025 (first full pay period after) 3.6%

L0	L1	L2	L3	
30.94	31.09	31.99		Start
31.38	31.99	32.91	33.83	12 months
33.22	33.83	34.74	35.65	24 months
34.13	34.74	35.65	36.58	36 months
35.04	35.65	36.58	37.48	48 months
38.19	38.84	39.80	40.78	60 months

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May 1, 2026 (first full pay period after) 3.4%

L0	L1	L2	L3	
30.94	31.09	31.99		Start
31.38	31.99	32.91	33.83	12 months
33.22	33.83	34.74	35.65	24 months
34.13	34.74	35.65	36.58	36 months
35.04	35.65	36.58	37.48	48 months
39.49	40.16	41.15	42.17	60 months

May 1, 2027 (first full pay period after) 2.75%

L0	L1	L2	L3	
30.94	31.09	31.99		Start
31.38	31.99	32.91	33.83	12 months
33.22	33.83	34.74	35.65	24 months
34.13	34.74	35.65	36.58	36 months
35.04	35.65	36.58	37.48	48 months
40.58	41.26	42.28	43.33	60 months

May 1, 2028 (first full pay period after) 2.75%

L0	L1	L2	L3	
30.94	31.09	31.99		Start
31.38	31.99	32.91	33.83	12 months
33.22	33.83	34.74	35.65	24 months
34.13	34.74	35.65	36.58	36 months
35.04	35.65	36.58	37.48	48 months
41.70	42.39	43.44	44.52	60 months

(b) Shift Premium

Any employee who is assigned to an "afternoon" shift shall receive a shift premium of \$0.75 per hour for all hours worked on each such shift. Any employee who is assigned to a "night" shift shall receive a shift premium of \$0.75 per hour for all hours worked on each such shift.

Effective May 1, 2016 the Shift Premium shall be increased to \$0.80 per hour for both shifts referenced above.

Effective May 1, 2020 the Shift Premium shall be increased to \$0.85 per hour for both shifts referenced above.

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(c) Shift Structures

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

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

(ii) at or after 6:00 p.m. and before midnight, shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts

(iii) at or after midnight and before or at 3:00 a.m., shall be a "night shift"

(iv) any other shift shall be a "day shift".

9.02 When the employer make alterations to shift start times or work weeks to accommodate the client, the employer shall provide as much notice, up to four (4) weeks as may be practical. Where such change results in a conflict with a personal obligation for an individual employee, the employer will attempt to accommodate that employee for up to four (4) weeks.

9.03 Pay Cheques

Employees shall be paid bi-weekly by direct deposit and no more than one (1) week's pay will be held back. Employees shall receive a statement listing straight time hours worked, and overtime hours worked, together with all deductions. The Employer agrees that when an employee receives a pay cheque with more than a seventy-five dollar (\$75.00) loss that is caused solely by the Employer, the Employer agrees to correct the error within five (5) calendar days from receipt of a written notice of the error.

9.04 (a) Safety Shoes

All employees covered by this Agreement are required to wear Canadian Standards Association and Employer approved safety footwear. Each full time seniority employee, upon satisfactory proof of purchase shall be reimbursed by the employer for up to two hundred dollars (\$200) annually for the purchase of such safety footwear. The Employee also has the option of purchasing insoles for such safety footwear inclusive of the safety shoe allowance.

(b) Uniforms

Each full-time seniority Employee in an EO classification, upon satisfactory proof of purchase, shall be reimbursed by the Employer for up to two hundred and fifty dollars (\$250.00) and each employee in an EM classification, upon satisfactory proof of purchase shall be reimbursed by the Employer for up to three hundred and

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fifty (\$350.00) dollars for the purchase of uniform components from the two approved uniform suppliers.

ARTICLE 10 HOLIDAYS

10.01 (a) The following Statutory Holidays will be granted to each active employee.

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

and for each Holiday, the Employer shall pay to each eligible employee eight (8) hours pay at his base hourly rate.

(b) If an employee is required to work on a statutory holiday, the employee shall receive one and one half times his rate for such hours worked, the applicable statutory holiday pay and is entitled to another unpaid day off in lieu should he so choose to take one within 30 days before or after the holiday, provided the statutory pay shall only be paid after the employee has complied with Article 10.02 herein.

10.02 To be eligible for Holiday pay, the employee must work the entire scheduled shift (including statutory holidays) prior to and after the Holiday unless an employee is absent as a result of legitimate illness (providing a physician's timely verification of illness is provided as required) or excused absence by the employer.

10.03 (a) Where a Statutory Holiday falls during an employee's vacation period, the employee shall take the Holiday and shall not be charged a vacation day for that day.

(b) Where a paid Holiday falls on an employee's scheduled day off and provided that the employee qualifies under Article 10.02, the Employee shall have another day designated as the Holiday for all intended purposes. The Company in consultation with the affected employees and Steward shall designate another day to be taken as the holiday within thirty (30) days of the holiday.

ARTICLE 11 VACATIONS

11.01 The Employer will grant all employees to whom this Agreement is applicable a vacation with pay as follows:

Length of Service

For periods up to December 31st

Vacation Entitlement

Eight (8) hours vacation with pay for each

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in year of hire	calendar month of employment up to a maximum of eighty (80) hours
For each year up to five (5) years	eighty (80) hours with pay
In the year of the fifth (5 th) Anniversary	one hundred and twenty (120) hours with pay
In the year of ten (10 th) anniversary and each following year	one hundred and sixty (160) hours with pay

The vacation year shall be from January 1 to December 31 each year, determined on a per shift basis.

- 11.02 Pay shall be at the employee's base hourly rate.
- 11.03 Any employee who was prevented from taking his/her vacation during the calendar year due to illness or accident which exceeds two (2) months shall have his/her vacation pay pro rated for his months of active service during that year.
- 11.04 When an employee is on vacation he/she shall receive his/her vacation pay for that vacation period in the corresponding pay cheque or deposit.
- 11.05 Employees may take up to five (5) single days (one day equals one 8 hour block) of vacation on individual days mutually agreed to between the employer and employee. All other vacation shall be taken in blocks consisting of no less than five (5) eight (8) hour blocks.
- 11.06 Unused vacation time will be paid out at the end of the year.
- 11.07 All submissions for vacation shall be made in writing on forms supplied by the Employer before February 01st for the calendar year. These applications will be processed and approved subject to seniority provisions and posted by February 28th. These approvals cannot be changed without the consent of the affected employees. The posting of vacation schedule will include the names and week(s) of vacation selected.

Submissions received after February 01st must be made in writing at least two (2) weeks in advance of vacation and approvals granted within three (3) days of request, in writing. A holiday booking schedule will be posted at all times. No seniority rights shall apply after Feb 01st in the choosing of vacation time. Submissions after February 01st shall not be entitled to bump vacations selected prior to February 01st.

Prior to June 30 of each calendar year, all employees shall schedule at least two (2) weeks of their Vacation entitlement. Further, the scheduling of vacation will be by mutual consent between the employee and the company, failing which, the company will assign the vacation week(s) for those employees who have not selected their vacation.

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

ARTICLE 12 SENIORITY

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

- 12.02 New employees will be probationary employees for the first ninety (90) calendar days of active employment, (excluding calendar periods worked performing light duties). The discharge of any such employee shall be at the sole discretion of the Employer

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

- 12.03 (a) In the event of lay-off, including a lay-off from a shift, such lay-off shall be by classification and seniority within each classification, provided that those employees remaining are qualified and capable of performing the work remaining,

Specifically, where there is to be a reduction in the number of Equipment Operators lay-offs shall be in the following order:

i) start with the employee in the EOL0 classification who has the least seniority and proceed in reverse order of seniority within the EOL0 classification until there are no employees remaining in the EOL0 classification, then

ii) the employee in the EOL1 classification having the least seniority and proceed in reverse order of seniority within the EOL1 classification until there are no remaining employees within the EOL1 classification, then

iii) the employee in the EOL2 classification having the least seniority and proceed in reverse order of seniority within the EOL2 classification until there are no remaining employees within the EOL classification, then

iv) the employee in the EOL3 classification having the least seniority and proceed in reverse order of seniority within the EOL3 classification.

v) an employee laid off from a shift may invoke his seniority to displace the most junior employee on different shift, provided the employee being displaced is in the

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same classification or a lower classification than the employee who is displacing him

Provided in every instance of lay-off that the employees remaining are qualified and have the skill and ability sufficient to perform the work remaining.

Where there is to be a reduction in the number of Equipment Mechanics, including a reduction on a shift, the order of lay-off shall follow the same process as that set out above except that EOL0 shall read EML0, and EOL1 shall read EML1 and EOL2 shall read EML2 and EOL3 shall read EML3, and

Provided in every instance of lay-off that the employees remaining are qualified and have the skill and ability sufficient to perform the work remaining.

- (b) The Employer shall give notice of lay-off in accordance with the Employment Standards Act.
- 12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled to the classification from which they were laid off in order of seniority, skill and ability being sufficient.
- 12.05 If an employee is transferred from one classification/shift to another, there shall be no loss of seniority.
- 12.06 A Master seniority list shall be placed on the bulletin boards as it is revised by the Employer. Copies of these lists shall be provided to the Union Stewards. Employees shall have fifteen (15) days following the posting of the list to confirm and/or challenge the accuracy of their seniority date, following which the list shall be deemed correct and not subject to challenge or grievance.
- 12.07 It shall be the duty of the employee to notify the Employer and the Union office promptly of any change of address. If the employee fails to do so, the Employer or the Union shall not be held responsible for failure of notice to reach such employee.
- 12.08 Seniority rights and an employee's employment shall be deemed to have been terminated if the employee:
- (a) resigns, retires or is retired;
 - (b) is discharged and is not reinstated through the grievance and arbitration procedure;
 - (c) has been absent from work for two (2) or more working days without notifying the Employer and providing a explanation satisfactory to the employer for this absence, unless the failure to notify the Employer is due to circumstances beyond the employee's reasonable control;

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- (d) fails to return to work promptly upon termination of an authorized leave of absence, unless the reason for not notifying the Employer in advance is due to some emergency beyond the employee's reasonable control;
 - (e) failure of an employee to report for work within one (1) week when recalled by the Employer after a lay-off, or failure of the employee to inform the Employer within three (3) working days of recall that he/she will report for work. Notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail or courier to the employee's last known address on file with the Employer. When work of a temporary nature of a continuous two (2) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept
 - (f) is laid off for a period of twelve (12) consecutive months;
 - (g) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- 12.09 In the event of a layoff an employee who elects to waive his recall rights shall be paid severance pay in accordance with the Employment Standards Act. All prior service and seniority shall be recognized
- 12.10 When an employee is promoted to a position outside the bargaining unit, the employee shall not have any seniority rights under this agreement.

ARTICLE 13 JOB POSTINGS, PROMOTIONS, TRANSFERS

- 13.01 Postings for permanent job openings, as determined by the Employer will be posted for a period of seven (7) calendar days. The posting shall include the classification, the rate of pay, and the shift. Employees who wish to bid on the job must submit their bid in writing within the seven (7) day posting period.
- 13.02 In selecting an applicant to fill the vacancy the employer shall consider (i) skill; (ii) ability; (iii) seniority, wherein the opinion of the employer, skill and ability of qualified applicants are relatively equal, seniority shall be the deciding factor.
- 13.03 The successful application(s) shall be given a ninety (90) day trial period in the new position. Thereafter, an employee, due to his/her inability or unwillingness to perform the work required, may elect to return directly or may be returned directly by the Employer to the job he/she held immediately prior to such transfer, together with all other employees who have moved as a result of the filling of the posting. An employee that has returned to his/her former position is not entitled to post or bump into the declined classification for a period of six (6) months from the return date.
- 13.04 Permanent full-time openings may be filled for a temporary period not to exceed thirty (30) calendar days except where otherwise agreed by the Union and the Employer.

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Where a Temporary vacancy is expected to last more than thirty (30) days the employer shall post that vacancy. On cessation of the temporary vacancy, employees filling such vacancies shall be returned to their pre-vacancy position

- 13.05 An employee, who is temporarily transferred by the Employer,
- (i) to a lower paid classification shall continue to receive his/her own hourly rate,
 - (ii) to a higher paid classification for a period in excess of 1 work week shall be paid the rate of the higher pay classification.
- 13.06 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to be downgraded, he/she shall be paid the rate for the classification to which he/she is downgraded.
- 13.07 When the Employer fills a vacancy the Shift Steward involved will be given the name of the affected employee.
- 13.08 An employee on any shift (day, afternoon, night) shall have the right to transfer by seniority to any shift, ability being sufficient, for the purpose of replacing an employee who is absent for a period exceeding thirty (30) calendar days or more; providing that a sufficient number of qualified employees remain on the shift from which he transferred to enable the employer to operate efficiently.
- 13.09 The Employer agrees to meet with the Union to discuss any new classifications developed that are covered by Article 2.01 of this Agreement. While the Employer retains the discretion to establish the hourly rate of pay, the Union reserves the right to file a grievance if it disagrees with the rate set.

ARTICLE 14 LEAVE OF ABSENCE AND SICK LEAVE

- 14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 14.02 The Employer in its discretion may grant leave of absence without pay if an employee requests it in writing from the management. The Employer shall respond in writing within ten (10) days. If there is an emergency situation, the employer will respond, in writing, as soon as possible to the request.
- 14.03 The Employer will grant pregnancy leave and/or paternal leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Employer.
- 14.04 The Employer shall grant leave at the time of a bereavement as hereinafter set out.

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- (a) In the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, parent, the Employer shall allow that employee such time off as necessary, not to exceed five (5) consecutive calendar days commencing the day of or the day following the death within fourteen (14) days of death.
- (b) In the event an employee is bereaved of a, brother, sister, mother in-law, father in-law, step-mother, step-father, grandchild, grandparents, and if the funeral or memorial service is attended, the Employer shall allow three (3) days off as necessary, to attend the service as stated above.

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

- 14.05 Where an employee is required to serve as a juror or as a Crown witness and provides proof of that obligation to the Employer, the Employer will grant the employee paid court leave to serve as a juror or as a Crown witness. An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of the leave, at the employee's (regular rate), minus any amount received by the employee for acting as a juror or as a Crown witness.
- 14.06 Bargaining unit employees shall be entitled to forty (40) paid sick hours per calendar year. All paid sick time utilized by an employee shall be paid at his/her base hourly rate. Employees will receive payment for any unused sick hours at the rate of one hundred (100%) per cent of the employee's gross hourly rate, to be paid in the second pay period in January each year.

ARTICLE 15 HEALTH AND WELFARE

- 15.01 The Employer agrees to contribute 100% of the billed premium for the life insurance under the current life insurance policy for each eligible employee.
- 15.02 The Employer agrees to contribute 100% of the billed premium for the accidental death and dismemberment under the current insurance policy for each eligible employee
- 15.03 The Employer agrees to contribute 75% of the billed premium for the extended health benefit under the current extended health insurance policy or each eligible employee.
- 15.04
 - (a) The Employee shall pay 100% of the billed premium for the long term disability benefit under the current long term disability insurance policy.
 - (b) The Employer agrees to contribute 100% of the billed premium for the short term disability benefit under the current short term disability insurance policy.

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- 15.05 The Employer agrees to contribute 75% of the billed premium for the dental benefit under the current dental insurance policy for each eligible employee.
- 15.06 In the event an employee is injured while at work and unable to continue work, his/her pay shall continue for the remainder of his/her scheduled hours of work for that day.
- 15.07 The Employer shall provide the employee with a copy of the form "7" in the event of a compensable accidental injury.
- 15.08 When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Employer at least two hours prior to the start of his shift but where that is not possible, as soon as possible in advance of his actual starting time.
- 15.09 It is required that employees on sick or injury leave advise the Employer as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability.
- 15.10 A full time employee, upon completion of twelve (12) months of continuous employment with the Company may elect to participate in the Company's pension plan. The employer shall match the employees' pension contributions as required by the pension plan. Effective January 1, 2018, the maximum will be amended to \$2,000 per calendar year.

ARTICLE 16 HOURS OF WORK AND OVERTIME

- 16.01 The regular work week shall consist of five (5) consecutive days of eight (8) hours each, or four (4) days (minimum of three [3] consecutive days) of ten (10) hours each, and; there shall be seven (7) operational days per week and there shall not be any rotation of shifts.

The regular work week is not a guarantee of hours per day or week.

- 16.02 (a) A five (5) day work week employee who is required to report for work on his/her sixth or seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his/her rate, or the overtime rate if applicable.
- (b) A four (4) day work week employee who is required to report for work on his/her fifth, sixth, or seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at his/her rate, or the overtime rate if applicable.
- 16.03 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of it at least two (2) hours prior to reporting.
- 16.04 All employees shall be entitled to a twenty-five (25) minute paid lunch.

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- 16.05 (a) The Employer shall grant one twenty 20 minute rest period without loss of pay to all employees on an eight (8) hour shift.
- (b) The Employer shall grant an additional ten (10) minute paid rest period for employees scheduled on a ten (10) hour shift immediately following eight (8) hours of work.

Breaks shall be scheduled by the employer as evenly as possible throughout the shift without impacting production.

- 16.06 A daily time record shall be maintained by the Employer at its place of business. A time keeping device shall remain in operation during the term of this Agreement.

- 16.07 (a) For a five (5) day work week employee, overtime pay will be provided at one and one-half (1-1/2) times the employee's rate for all hours worked in excess of forty (40) hours in a week,.
- (b) For a four (4) day work week employee, overtime pay will be provided at one and one-half (1-1/2) times the employee's rate for all hours worked in excess of or forty (40) hours in a week.

- 16.08 When overtime is offered to a shift, the employer will notify the steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the employers manpower requirements and then only if they have returned to work prior to the working of such overtime.

- 16.09 All overtime beyond 44 hours per week is voluntary. In the event that an insufficient number of full-time employees are available, the Employer may have the work completed by whatever means it deems necessary.

- 16.10 Scheduled overtime as per letter of understanding.

The Union and the Employer are committed to work together to meet the needs of the business. The parties agree that their common goal will always be to select and ship the product on time to the customers.

- 16.11 Stewards shall be provided with a schedule prior to a bid and prior to the implementation of a new schedule (including schedule changes).

- 16.12 When the Employer fails to notify an employee in advance of their shift not to report for their shift, the employee will be guaranteed a minimum of four (4) hours' work at the Employee's applicable rate or pay in lieu thereof. Failure by the Employee to take such temporary work as may be assigned shall result in a loss of pay for any unworked hours as may be applicable to Article 16.14 only.

- 16.13 Provided each employee provides the Employer with sufficient prior notice, the Employer agrees to accommodate an employee's leave required to enable attendance one day/week

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in the school component of the Apprenticeship program. Where practical, the Employer agrees to afford the Employee the opportunity to make up for the lost shift due to an education leave.

ARTICLE 17 NO DISCRIMINATION

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

ARTICLE 18 BULLETIN BOARD

18.01 The Employer will provide the Union with access to one (1) locked bulletin board for the warehouse for the purpose of posting of Union notices. A key will be provided to the Union Stewards and the Company Site Manager. It is agreed that only notices on Union letterhead, authorized by the Union and approved by the Employer will be posted on the bulletin boards.

ARTICLE 19 HEALTH & SAFETY

19.01 The Employer, the Employees and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Occupational Health and Safety Act.

19.02 The Employer requires that safety footwear be worn at all times.

19.03 The Employer shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

ARTICLE 20 TRAINING

20.01 As per the letter of understanding. In Appendix “6” herein

ARTICLE 21 APPRENTICESHIP HOURS

21.01 Apprenticeship hours will be provided to an employee on request.

ARTICLE 22 DURATION OF AGREEMENT

- 22.01 This Agreement shall, unless changed by mutual consent become effective as of May 1, 2024 and shall continue in full force and effect until April 30, 2029 and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.
- 22.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 22.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Ratified this 1st day of March, 2024.

FOR THE COMPANY

FOR THE UNION

Massimo Miucci

Faheem Bhatti

Stuart Johnston

APPENDIX “1”

Letter of Understanding-Overtime Equalization

During the recent set of negotiations the parties discussed overtime and the equalization process. The parties agree that the current practice was reasonable and practicable. It was further understood that the two (2) guiding principles in allotting scheduled overtime was seniority and equalization of overtime opportunities provided to employees. It was agreed that the local management and the stewards would meet from time to time to discuss and correct overtime allocation.

Further, upon request, the stewards will be provided with the following:

- Overtime call in sheet, verifying the employees that were called or canvassed for overtime.
- A list of employees detailing the overtime hours worked.

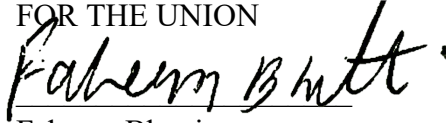
Signed at _____ this _____ day of _____, 2024

FOR THE COMPANY

Massimo Miucci

Stuart Johnston

FOR THE UNION


Faheem Bhatti

EO – EQUIPMENT OPERATOR

Classification Levels

Classification Level

System areas

Receiving
Connecting conveyor
HBW cranes
Connecting conveyor

Foil removal
Depal
Tray merge

Matrix / Inbound
Tray – crane
Matrix / Outbound
Sequence buffer

COM's
Fine sort

Connecting
conveyor
Shipping

Min. timeline requirement / qualification
criteria / comments

Level 0 → New employee – hired with basic operations experience

6 months after start date & fulfil Level 1 criteria
Qualification assessment by local management

Level 1 → Basic equipment operation know how in 2 areas of the system incl.

- Must be able to demonstrate precise equipment operation in 2 areas of automation and have knowledge of all safety regulations

Min 6 months within this level & fulfil Level 2
criteria
Qualification assessment by local management

Level 2 → Basic equipment operation know how in all 5 areas of the system incl.

- Must be able to demonstrate precise equipment operation in 5 areas of the automation and be able to explain the strategies and logical flow of the system.

Min 12 months within this level & fulfil Level
3 criteria
Qualification assessment by external
trainers

Level 3 → Enhanced equipment operation know how in all 5 areas of the system incl.

- Must be able to demonstrate precise knowledge of all system tools and their functionalities
- Must be able to demonstrate basic maintenance concepts and troubleshooting abilities

Final EO Level

Possibility to apply for EM position after
6 months when EM – level 0 criteria are
met (no probationary period)

EM – EQUIPMENT MAINTENANCE - Classification Levels (electrical/ mechanical)

Classification Level

System areas

Receiving
Connecting conveyor
HBW/ cranes
Connecting conveyor

Foil removal
Depal
Tray merge

Matrix / Inbound
Tray – crane
Matrix / Outbound
Sequence buffer

COM's
Fine sort

Connecting
conveyor
Shipping

Min. timeline requirement / qualification criteria
/ comments

Level 0 → New employee – hired with basic mechanical or electrical experience

6 months after start date & fulfil Level 1 criteria
Qualification assessment by local management

Level 1 → Basic mechanical/electrical experience know how in all 5 areas of the system incl.

- Must be able to demonstrate precise equipment operation in the automation and have knowledge of all safety regulations
- Must be able to demonstrate system Electrical and Maintenance procedures and have fluent knowledge of WITRON maintenance and spare parts platform.

Min 6 months within this level & fulfil Level 2 criteria

Qualification assessment by local management

Level 2 → Troubleshooting know how of mechanical/electrical equipment in all 5 areas of the system incl.

- Must be able to demonstrate the ability to diagnose and eliminate any system opportunities by using system tools
- Must be able to explain all system strategies/flow.
- Must demonstrate knowledge of all system tools and their functionalities.
- Must be able to conduct system training at all previous levels (EO)
- Must be able to demonstrate the ability to conduct all electrical/maintenance concepts.

Min 12 months within this level & fulfil Level 3 criteria

Qualification assessment by external trainers

Level 3 → Apprenticeship program WITRON → class – 6 months → Licensed millwright/certified electrician

- Must be able to demonstrate precise and accurate troubleshooting abilities
- Must be able to demonstrate the ability to maintain and update all system documentation
- Must be able to conduct system training at all previous levels (EM and EO).
- Must be able to demonstrate the ability to use advanced system tools and IT functionalities

Final EM Level

APPENDIX “4”
Letter of Understanding re
Classification Placement

1. The evaluation shall consist of both a written evaluation and an on the job evaluation. The level 1 and level 2 evaluations may be conducted by local management. Level 3 evaluations shall be conducted by Company personnel.
2. When an employee approaches the time when he would be eligible to have an evaluation, he shall be so advised by the employer.
3. To achieve level 1 classification the employee must demonstrate through the evaluation process proficiency in two (2) of the five (5) areas identified in the attached Classification Levels Document, and have performed in the level 0 classification for a period of at least six (6) months.
4. To achieve level 2 classification the employee must demonstrate through the evaluation process proficiency in all five (5) areas identified in the attached Classification Levels Document, and have performed in the level 1 classification for a period of at least six (6) months.
5. To achieve level 3 classification the employee must have performed the level 2 classification for a minimum of twelve (12) months and demonstrate through the evaluation process that he has met the other criteria identified in the attached Classification Levels Document.
6. To allow employees to become proficient in each of the five (5) areas, employees will be rotated through each area. Such rotations shall be for periods ranging from one (1) to three (3) months.
7. Following initial classification placement, the same process will be followed for employees to move to the next classification level.
8. Employees will be provided:
 - i. the opportunity for evaluation for moves to level 1 when the employee has completed the time required to be eligible to move to that classification level.
 - ii. the opportunity for evaluation for moves to level 2 when the employee has completed the time required to be eligible to move to that classification level.
9. Evaluations for level 3 will be conducted in January and June of each year.
10. If an employee is not successful in the evaluation to move to the next level, he shall be entitled to a second evaluation to occur in the period between thirty (30) and forty-five (45) days following the initial unsuccessful evaluation.

11. If an employee is not successful the evaluation to move to the next level he shall be entitled to a second evaluation to occur in the period between thirty (30) and forty-five (45) days following the initial unsuccessful evaluation.

If an employee is not successful in his second evaluation at that level he shall not be eligible for a further evaluation until four (4) months have passed since the second unsuccessful evaluation.

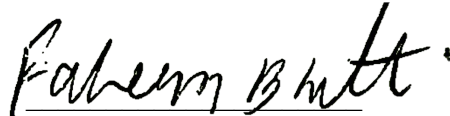
12. The passing grade for all testing will be sixty (60%) percent. The test results will be shared with the employee.

Signed at _____ this _____ day of _____, 2024

FOR THE COMPANY

Massimo Miucci

FOR THE UNION



Faheem Bhatti

Stuart Johnston

APPENDIX “5”
SUMMARY OF BENEFITS

APPENDIX “6”
SUMMARY OF PENSION PLAN

APPENDIX “7”
Letter of Understanding – Bidding on Zones Trial

The Company and the Union agree that employees will bid for their preferred zone for a period of four weeks followed by the Company’s assignment of employees to particular zones for the following two-week period. This rotation shall continue for the first year of the collective agreement. The Company and the Union agree to meet in the tenth month of the collective agreement to discuss whether the foregoing rotation is satisfying the objective of keeping the employees’ skills current.

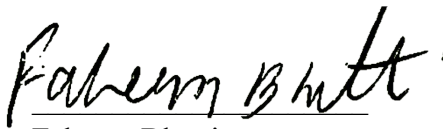
Signed at _____ this _____ day of _____, 2024

FOR THE COMPANY

Massimo Miucci

Stuart Johnston

FOR THE UNION



Faheem Bhatti

2024

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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

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Email: faheem@teamsters419.ca

www.teamsters419.ca

"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



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