

# **COLLECTIVE AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA  
CORPORATION  
(Lambton County Landfill Division)**

and

**MANUFACTURING, TRANSPORTATION AND  
ALLIED WORKERS UNION, LOCAL 519,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA (CLAC)**



**Period: June 1, 2006 to May 31, 2009**

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# **COLLECTIVE AGREEMENT**

between

**Waste Management of Canada Corporation  
(Lambton County Landfill Division)**

(hereinafter referred to as “the Employer”)

and

**Manufacturing, Transportation and Allied Workers Union, Local 519  
affiliated with Christian Labour Association of Canada**  
(hereinafter referred to as “the Union”)

**June 1, 2006 to May 31, 2009**

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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d. to establish a just and prompt procedure for the disposition of grievances;
  - e. and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as described in Article 2.02 and/or as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of Waste Management of Canada Corporation working in the County of Lambton, save and except superintendents, office staff including landfill scale operators, students employed during the school vacation period, drivers and helpers engaged in the Industrial/Commercial/Institutional sector and under municipal contracts obtained by the Employer, and employees performing work associated with the construction of landfill infrastructure engineered works. The Employer will recognize and apply the terms of this collective agreement to employees of this bargaining unit who normally perform work in Lambton County and are instructed to work outside of Lambton County.
- 2.03 Non-working supervisors and other non-bargaining unit personnel or employees of the Employer shall not perform work included in job classifications under this Agreement and normally performed by members of the bargaining unit, except:
- a. in cases of emergency;
  - b. when there are no bargaining unit employees on layoff who are able to do the work concerned;
  - c. when the non-bargaining unit person is being trained, for a period of up to three (3) months, provided no bargaining unit employee is laid off, reclassified or reduced in pay as the result of such training;
  - d. when a supervisor is training a bargaining unit employee.
- 2.04 There shall be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement except by the mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.05 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.06 The Union acknowledges that it is the function of the Employer:

- a. to manage the enterprise, including the scheduling of work and the control of materials;
  - b. to maintain order, discipline and efficiency and to make, alter and amend rules of conduct and procedure for employees provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
  - c. to hire, direct, transfer, promote, layoff, suspend and discharge provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by an employee that he has been disciplined or discharged without just cause will be subject to the grievance procedure.
- 2.07 The Employer shall not contract out work normally performed by members of the bargaining unit.
- 2.08 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so requires, and vice versa.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to appoint Stewards. One of the requirements for serving as a Union Steward is having at least one (1) year's seniority. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b. CLAC representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the Stewards concerned.

- 3.04 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.05 The Union may appoint a bargaining committee of up to four (4) employees. The Union shall apply a ratio of one (1) bargaining committee member per ten (10) employees (1:10) or fraction thereof. Employees on the bargaining committee shall be paid by the Employer at their regular hourly rate for all time spent on negotiating a collective agreement with the Employer whenever this takes place during regular working hours and in no case, shall be paid less than his regular scheduled hours.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.
- 4.03 Where this bargaining unit is on legal strike the Union agrees to meet with the Employer upon request to discuss continuation of certain services. The Union agrees to meet within twenty-four (24) hours of receiving such a request.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their last hiring.
- 5.04 Probationary employees are covered by this Agreement with the following exceptions:

- a. they are subject to dismissal with reason and lawful cause without access to the grievance procedure;
  - b. they are not covered by the seniority and layoff provisions of this Agreement, which means that they shall be laid off before seniority employees and they do not have recall rights; [see also Article 11.04(b)]
  - c. they are not covered under the group insurance package;
  - d. they are not eligible for a leave of absence.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will introduce all new employees eligible for Union membership to the Union Steward.
- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the terms and conditions as are applicable to other members of the Union.
- 5.07 No employee is required as a condition of his employment to become a member of the Union.

## **ARTICLE 6 - CHECKOFF**

- 6.01
- a. The Employer shall check off from each employee who has worked the month or part thereof the amount equal to Union dues as set by the CLAC National Convention.
  - b. The Employer shall also deduct any authorized initiation fee owing by an employee.
  - c. The Employer is also authorized to deduct, retroactively, one (1) month's amount equal to Union dues from employees who have not paid the prescribed amount during the previous month.
  - d. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union Treasurer each month, before the fifteenth (15th) day of the month following the month in which the deduction is made, together with an itemized list of the employees for whom the deductions are made and the amount turned over for each.
- 6.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection.

## **ARTICLE 7 - WAGES AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A".
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for it shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the grievance procedure.
- 7.03
- a. Net pay errors totalling more than forty (\$40) dollars brought to the Employer's attention within two (2) work days following the pay date shall be rectified within three (3) working days.
  - b. Net pay errors less than forty (\$40) dollars or errors brought to the attention of the Employer more than two (2) work days following the pay date shall have the discrepancy rectified the following pay date.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The regular workweek shall consist of forty-four (44) hours, Monday through Saturday. The regular workweek for employees at the MRF shall be Monday through Friday.
- 8.02
- a. Work performed in excess of forty-four (44) hours Monday through Saturday shall be paid at the overtime rate of one and one-half (1½) times the regular rate of pay.
  - b. Work performed in excess of ten (10) hours per day shall be paid at the overtime rate of one and one-half (1½) times the regular rate of pay.
- 8.03 Work performed on Saturdays by employees at the MRF shall be paid at the overtime rate of one and one-half (1 ½) times the regular rate of pay. There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday and only if agreed upon by the Employer and the Union, time worked shall be paid at two (2) times the regular rate of pay for such hours, irrespective of weekly hours. This clause shall not apply to mechanics hired after the effective date of this Agreement.
- 8.04 Overtime needed by the employer will be offered in the following order:
- a. To the employee who would normally perform the work required;
  - b. In order of seniority within the job classification; or



c. In order of seniority within the bargaining unit provided the employee has the skill and ability to perform the work.

8.05 In the event an employee, of his own accord and for his own personal convenience, wishes to change shifts with another appropriately qualified employee, he shall submit such request to his supervisor twenty-four (24) hours in advance of the proposed change. The Employer shall not be responsible for overtime claims which arise for such an exchange of shifts.

8.06 The Employer shall recognize the principle of seniority when calling in employees to fill a short-notice vacancy provided the employee has the skill and ability to perform the work.

8.07 **Reporting Pay**

a. Employees reporting for work in the usual manner will be guaranteed three (3) hours work except when no work is available because of a labour dispute, power failure, fire, flood or other natural calamity. An employee who is called in to work time other than his regular scheduled shift shall receive a minimum of three (3) hours work or three (3) hours pay.

b. In the event of equipment breakdown, employees will be notified a minimum of three (3) hours before the beginning of their shift. If notification is not given and the employee reports to work, he will be guaranteed three (3) hours work.

c. Notification attempts to the employee's last known telephone number will be recorded by the supervisor.

8.08

a. The parties agree that changes to the shift patterns of all facilities will not be implemented without concern for, and without consultation and mutual agreement, of the Employer and the Union.

b. Article 8.08 a) shall not apply in the following circumstances:

- In the event of an emergency

- For the temporary mitigation of environmental impacts or unforeseen changes in the volumes of waste received at a location where the change shall be for less than four (4) consecutive calendar weeks. The Employer shall endeavour to give at least twenty-four (24) hours notice of changes to shifts and work locations.

## 8.09 Shift Premium

- a. Full-time employees working a shift where the preponderance of hours fall between 3:00 p.m. and 11:00 p.m. shall receive one (\$1.00) dollar in addition to their regular hourly rate.
- b. Full-time employees working a shift where the preponderance of hours fall between 11:00 p.m. and 7:00 a.m. shall receive one dollar and twenty-five (\$1.25) cents in addition to their regular hourly rate.
- c. Part-time employees working in the General Labourer classification that are normally scheduled for a 24 hour workweek will be paid a premium of thirty-five (\$0.35) cents per hour in addition to their normal hourly rate when hours worked are in excess of thirty (30) hours per week.
- d. Shift premiums will not be a factor in calculating overtime rates but will be added to the overtime rate of pay.

## ARTICLE 9 - HOLIDAYS

9.01 The Employer agrees to pay at the regular rate of pay for nine (9) hours per day for the following nine (9) holidays:

New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

9.02 Work performed on the above-mentioned holidays shall be paid at the rate of one and one-half (1½) times the regular rate in addition to any holiday pay to which the employee is entitled.

9.03 Should any of the above-mentioned holidays fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate of pay in addition to his vacation pay.

9.04 The provisions outlined in Article 9.01 shall only apply to employees who:

- a. have not been absent from work due to sickness or injury for a period longer than six (6) months immediately prior to the holiday;
- b. have not been laid off for a period longer than thirty (30) calendar days immediately prior to the holiday;
- c. have worked or are available for work the last scheduled workday preceding and the first scheduled workday following the holiday. Any employee who is absent with the permission of the Employer on either one or both of the

qualifying days shall receive pay as aforesaid for such holiday except in case of leaves of absence longer than two (2) weeks.

9.05 In addition to the holidays noted in Article 9.01, each employee shall receive three (3) paid personal days each calendar year. An employee will normally give his supervisor two (2) weeks notice of his intention to take a paid personal day. These days shall not accumulate from year to year.

## **ARTICLE 10 - VACATIONS AND VACATION PAY**

10.01 Vacations shall be granted and vacation pay will be paid to all employees in accordance with the following schedule:

<b>Period Worked</b>	<b>Time Off</b>	<b>Vacation Pay</b>
less than 2 years	2 weeks	4%
2 years to 8 years	3 weeks	6%
8 years to 12 years	4 weeks	8%
12 years to 16 years	5 weeks	10%
16 years or more	6 weeks	10%

10.02

- a. Vacation pay shall be calculated at the appropriate percentage of the employee's gross annual earnings.
- b. The period worked shall be determined from the date the employee was hired and any increments in vacation pay or time off shall become effective on that date.

10.03 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements.

10.04 A second deposit for vacation pay will be made on the pay date immediately before December 1 and June 1 of each year.

Employees may ask for a vacation pay deposit one (1) additional time during the vacation year. The request must be in writing one (1) week prior to the deposit date.

## **ARTICLE 11 - SENIORITY AND LAYOFFS**

11.01 Seniority of the employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of a three (3) month trial period and their respective seniority shall be dated

back to the date of beginning of employment. Employees hired on the same date shall be placed on the seniority grid in reverse alphabetical order.

- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for any employee who:
- a. voluntarily quits the employ of the Employer;
  - b. is discharged and such discharge be not reversed through the grievance procedure;
  - c. is laid off for a continuous period of more than twelve (12) consecutive months;
  - d. fails to return to work within five (5) workdays after notification to his address on record with the Employer or fails to notify the Employer within two (2) workdays of his intention to return.
- 11.04
- a. In case of layoffs, the Employer will give such recognition to the seniority standings of the employees, as the continued proper performance of his work will permit. Ability to perform available work being relatively equal, the rule shall prevail that the employee having most seniority shall be laid off last and recalled first.
  - b. All seniority employees shall have the right to recall.
- 11.05 One (1) week's notice of layoff shall be given to the employees.
- 11.06 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within three (3) workdays after the layoff took place.
- 11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.08 **Severance Pay** - If an employee is permanently laid off, his employment with the Employer shall be deemed severed, subject to recall rights. The Employer shall pay to an employee whose employment has been severed, an amount equal to two (2) weeks of wages per year of service with the Employer as severance pay. The Employer shall also continue to pay benefit premiums (health and dental) for the amount of time equal to the number of weeks offered

in severance pay. The Employer will offer life insurance conversion that must be exercised within thirty (30) days of the final day worked.

## **ARTICLE 12 - VACANCIES AND JOB POSTINGS**

- 12.01 Vacancies in regularly assigned jobs and newly created jobs shall be posted for three (3) working days in each work location on Employer bulletin boards accessible to all employees. Copies of such postings shall be forwarded to the Union Stewards. A temporary vacancy shall mean up to four (4) weeks. All postings shall indicate:
- a. the job classification and job description and site (or sites if applicable) ;
  - b. the starting date;
  - c. the shift to be worked and the normal number of shifts per pay period;
  - d. whether permanent or temporary.
- 12.02 Vacancies within the bargaining unit will be posted for three (3) days on employee bulletin boards at each facility. The Employer will select employees on the basis of skill, ability, productivity and attendance and, when all else is sufficiently equal, seniority. If no suitable candidates are available, the Employer may hire new employees.
- 12.03 A posted announcement of the results will be made as soon as possible and in no case will exceed eight (8) working days from the date of selection. Notices of posting announcement results will be made in accordance with the provisions of Article 12.02.
- 12.04 Posted vacancies may be filled temporarily until the successful candidate can be transferred and trained to do the work.
- 12.05 If an employee successfully fills a vacancy as outlined in Article 12.03, he shall not apply for any future job postings for a period of six (6) months unless agreed to by the Employer and the Union. This restriction does not apply to temporary postings.
- 12.06 When an employee accepts a job posting, he shall have a forty (40) working day probationary period before the job becomes permanent. Either the employee or the Employer has the right, within the forty (40) day period, to return or be returned to his former position. During this period the employee shall be paid up to one dollar (\$1.00) below the hourly rate in effect for the new classification or his current rate of pay, whichever is greater.

- 12.07 Vacancies that are a result of a posting, as set out in this Article, will be subject to one (1) further posting.
- 12.08 Employees who are on vacation, maternity leave, jury duty or approved leave of absence may indicate, in advance, to the Employer their desire to apply for a posting, if such posting should occur during their absence.

### **ARTICLE 13 - JOBSITE REPRESENTATION**

- 13.01 The Union shall have the right to appoint a Steward on each jobsite having up to fifteen (15) employees working on it and thereafter an additional Steward for each additional fifteen (15) employees or fraction thereof. If there is no Steward on the job, a CLAC representative may be called when necessary.
- 13.02 It is understood that the Stewards in the employ of the Employer shall not absent themselves from their work to deal with grievances of employees without first obtaining the permission of the Employer and that, in accordance with this understanding, reasonable permission will be granted and the Employer will pay such Stewards while attending to such matters during their normal working hours.
- 13.03 Business agents of the CLAC must report to the office upon arrival at any site included within the collective agreement.

### **ARTICLE 14 - GROUP INSURANCE**

- 14.01 In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to contribute one hundred percent (100%) of the monthly premium cost for benefits as set forth in Schedule "B".
- 14.02
- a. In the event of an interruption of work for any reason other than sickness or accident/injury, the Employer agrees to pay the premium of the insurances outlined in Schedule "B" for a period of at least two (2) months.
  - b. In the event of an interruption of work due to sickness or accident/injury, the Employer agrees to pay the premium of the insurances outlined in Schedule "B" for a period of at least three (3) months. In case of sickness, a doctor's certificate is required.

### **ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE**

- 15.01 The following in part reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute where the *Act*, as amended from time to time, provides a greater benefit, the provisions of the *Act* will prevail.
- 15.02 A pregnant employee is entitled to a leave of absence without pay for up to seventeen (17) weeks provided the Employer has employed her for at least thirteen (13) weeks.
- 15.03 An employee wishing to take pregnancy leave shall give the Employer written notice at least two (2) weeks before the day the leave is to begin. The employee will provide the Employer with a certificate from a medical doctor stating the due date if the Employer requests it.
- 15.04 An employee who has been employed by his employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time, provided that the employee give the Employer written notice at least two (2) weeks before the day the leave is to begin.
- 15.05 An employee may take a parental leave of absence of up to thirty-seven (37) weeks, unless the employee also took pregnancy leave; an employee who also took pregnancy leave is eligible for a parental leave of absence of up to thirty-five (35) weeks.
- 15.06 An employee may begin parental leave no later than fifty-two (52) weeks after the child is born or comes into the employee's custody, care and control for the first time. An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not come into her custody, care and control for the first time.
- 15.07 Regarding both pregnancy and parental leave, where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance.

## **ARTICLE 16 - WORKPLACE SAFETY AND INSURANCE**

- 16.01 The following in part reflects the provisions of the *Workplace Safety and Insurance Act (WSIA)*. In all cases of dispute where the *Act*, as amended from time to time, provides a greater benefit, the provisions of the *Act* shall prevail.
- 16.02 Where an employee is absent due to illness or injury that is compensable by the Workplace Safety and Insurance Board (WSIB), the Employer shall continue to pay all health and welfare benefits for a twelve (12) month period.

- 16.03 Subsequent to the period referred to in 16.02 above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence, before the fifteenth (15th) day of the month prior to the month for which coverage is required. Failure to provide such payment by the time specified shall result in the cessation of such coverage.
- 16.04 An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by the WSIA except where specified otherwise. An employee's absence during which she receives benefits from the WSIB shall be considered as time worked only for the purpose of calculating vacation entitlement, provided the employee returns to work within two (2) years after the injury or illness occurred.
- 16.05 If the anticipated length of an absence due to a compensable accident is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure in this Agreement. An injured employee shall have a period of two (2) years within which she shall retain seniority; within these two (2) years she shall have the right to return to work but only if she provides detailed documentation, from a qualified practitioner, with specific medical evidence of ability or capacity to perform work.
- 16.06 If an employee returns to work within a two (2) year period, she shall regain her former position or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the category to which the former is returning.
- 16.07 If, in the opinion of her doctor, the employee who returns to work within a two (2) year period is capable only of performing work of a different kind or of a lighter nature and such work is available in a classification mentioned in this Agreement, the employee may, if she is suitable and capable, exercise her seniority and displace another employee with less seniority in the classification.

## **ARTICLE 17 - TOOLS**

- 17.01 All tradesmen shall supply their own tools except for power tools.
- 17.02 Each mechanic shall receive a yearly tool allowance of four hundred (\$400) dollars. The tool allowance shall be paid out with the first pay date after June 1.

## **ARTICLE 18 - SAFETY EQUIPMENT**



- 18.01 The Employer shall provide employees with all safety equipment or apparel that employees are required or requested to wear except for safety footwear.
- 18.02 All protective equipment shall remain the property of the Employer.
- 18.03 Each year on the pay closest to February 28<sup>th</sup>, the Employer will pay to each employee one hundred and seventy-five (\$175.00) dollars for the purpose of purchasing proper safety footwear. Employees may be sent home if they attend work with torn or unsafe footwear.

## **ARTICLE 19 - CLOTHING**

- 19.01 The Employer shall supply and clean coveralls for all Operators and Mechanical Maintenance personnel who require them in the performance of their work. All coveralls supplied remain the property of the Employer and must be returned upon layoff/maternity-parental leave, termination.
- 19.02 The Employer will provide each employee with company uniforms, which shall be worn by the employee during working hours. Upon termination of employment, the employee shall return all issued uniforms.

## **ARTICLE 20 - REST PERIODS**

- 20.01 There shall be two (2) rest periods with pay of fifteen (15) minutes duration each, daily, one (1) in the forenoon and one (1) in the afternoon.
- 20.02
- a. Employees shall be entitled to a rest period with pay of fifteen (15) minutes when working more than two (2) hours beyond their normal daily hours and to an additional rest period at four (4) hour intervals thereafter on the same terms and conditions as outlined above.
  - b. Meals and mealtimes will be provided and paid for by the Employer when an employee works beyond twelve (12) hours, including breaks, in succession.

## **ARTICLE 21 - LEAVES OF ABSENCE**

- 21.01 The Employer shall grant leaves of absence upon written request and approval, without pay and without loss of seniority rights for a maximum period of one (1) month. Approval will not be unreasonably withheld. Leaves of absence shall be granted for:
- a. marriage of the employee;

- b. sickness of the employee or in his immediate family;
  - c. death in the immediate family.
- 21.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 21.03 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, wife, children, grandchildren and grandparents of the employee or employee's spouse/partner.
- 21.04 An employee will be granted four (4) days leave of absence at his regular straight time hourly rate of pay in the event of a death in the employee or employee's spouse's immediate family.

## **ARTICLE 22 - TRAINING ASSISTANCE, JURY and WITNESS DUTY and TRANSPORTATION**

- 22.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with such courses, as well as the employees' regular wages for time spent.
- 22.02 The Employer shall reimburse an employee on jury duty for actual time served in such capacity, including appropriate travel time. The employee must provide the Employer with a signed document from the clerk of the court, stating the time in attendance and the amount of payment received from the court and the Employer shall deduct such payments from the employee's wages. This amount shall not exceed an employee's normal wages.
- 22.03 It shall be the employee's responsibility to advise the Employer immediately of the date(s) he is to serve on jury duty.
- 22.04 The Employer shall reimburse an employee called as a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.
- 22.05 An employee shall be paid forty-two cents (\$0.42) per kilometre for authorized use of a personal vehicle on behalf of the Employer. This amount shall not be applied to kilometres between an employee's home and the jobsite.

Landfill Heavy Equipment Operators and General Labourer positions by nature of the work may be required to report for work at any site within Lambton

County over the year. The above rate would not apply to reporting to work at different locations within Lambton County.

If an employee is asked to move from one site to another during the course of the work day, using his/her personal vehicle, the employee would be reimbursed at the above rate for the distance between the sites.

- 22.06 **Education and Assistance Fund** - The Employer shall contribute according to the following schedule per hour worked by all employees to the Union's Education and Training Fund. Such contributions shall be remitted in the same manner as Union Dues:

Effective June 1, 2006 - \$0.05/hour

Effective June 1, 2007 - \$0.07/hour

Effective June 1, 2008 - \$0.08/hour

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

- 23.01 The parties to this Agreement recognize the Stewards and the CLAC representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

- 23.02 An employee who has a complaint concerning his employment will first of all attempt to resolve it verbally with his supervisor. Failing a satisfactory resolution of the complaint, the employee may then submit the complaint as a written grievance under the following procedure:

**STEP 1** - Accompanied by a Steward or a CLAC representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

**STEP 2** - If the grievance is not settled under Step 1, a Union representative will, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

- 23.03 A **Group Grievance** is defined as a single grievance, signed by a Steward or a CLAC representative, as well as the employees who have the same complaint.

Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

- 23.04 The Employer or the Union shall not be required to consider or process **Single** or **Group** grievances which arise out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an employee or group of employees file a grievance on behalf of another employee.
- 23.05 A **Policy Grievance** is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either party to arbitration under Article 24, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a CLAC representative or, in the case of an Employer's Policy Grievance, by the Employer or his representative.

#### **ARTICLE 24 - ARBITRATION**

- 24.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 24.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) workdays after receiving the decision given at Step 2 of the grievance procedure.
- 24.03 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate candidates to act as sole arbitrator within five (5) workdays of the date of service of the notice of desire to arbitrate. If the parties are unable to agree upon a candidate to act as sole arbitrator within ten (10) workdays of the date of service of notice of desire to arbitrate, either party may request the Minister of Labour to appoint a sole arbitrator.
- 24.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 24.05 The decision of the arbitrator shall be final and binding upon both parties.
- 24.06 Notices of desire to arbitrate and of nominations for arbitrator shall be served by registered mail, personally or by facsimile transmission. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 24.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to nominate a candidate for arbitrator in accordance with Article 24.03, the party not in default may, upon notice to the party in default, appoint an arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 24.08 It is agreed that the arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at hourly rates times normal work hours, or average earnings, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitrator.
- 24.10 Where the arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitrator may substitute a penalty which is, in his opinion, just and equitable.
- 24.11 Each of the parties hereto will jointly bear the expense of the arbitrator.

## **ARTICLE 25 - SUSPENSION, DISCHARGE AND WARNING**

- 25.01 When the conduct or performance of an employee warrants a warning, such a warning may be either verbal or written. Stewards shall have access to a fax machine for the purpose of forwarding disciplinary notices to the Union office.
- 25.02 An employee may be suspended or discharged for just cause by the Employer. Within five (5) workdays following a suspension of more than three (3) days or discharge, the Union may file a grievance commencing at Step Two (2) of the grievance procedure. For suspensions of three (3) days or less, the Union may file a grievance commencing at Step One (1) of the grievance procedure.
- 25.03 An employee shall not be subject to warning, suspension or discharge more than ten (10) workdays from the date of the infraction requiring such discipline. An employee shall not be subject to suspension or discharge for alleged poor performance or workmanship without having received at least one (1) written warning. Stewards shall have access to a fax machine for the purpose of forwarding disciplinary notices to the Union office.
- 25.04 Employees, with 24 hours notice, may view their personnel file. Disciplinary notices older than twelve (12) months will not be relied upon for further

progressive discipline, except for disciplinary notices regarding severe or significant violations of health and safety or environmental concerns, which will not be relied upon for further progressive discipline if older than eighteen (18) months.

**ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective on the first day of June, two thousand and six (2006) and shall remain in effect until the thirty-first day of May, two thousand and nine (2009) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2006.

For the Employer:

For the Union:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Brian Austin

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Michelle Finkbeiner

\_\_\_\_\_  
Ryan Griffioen, CLAC

## SCHEDULE "A"

CLASSIFICATION	Current	June 1 2006	June 1 2007	June 1 2008
Licensed Mechanic	\$25.02	\$25.77	\$26.54	\$27.40
Heavy Equip. Operator	\$22.66	\$23.34	\$24.04	\$24.82
Light Equip. /Baler Operator	\$18.76	\$19.32	\$19.90	\$20.55
Shop Maintenance	\$20.06	\$20.66	\$21.28	\$21.97
Maintenance/Mechanic's Helper	\$14.98	\$15.43	\$15.89	\$16.41
General Labourer	\$13.56	\$13.97	\$14.39	\$14.86

### Definitions:

**Daily Landfill Operations** - includes all jobs associated with the daily receipt of waste. Work associated with the daily receipt of waste includes activities associated with the acceptance and management of waste on a daily basis (ie. paper picking, property maintenance, pushing waste, compacting waste, application of daily and intermediate cover and any other job associated with acceptance and management of waste received at the site on a daily basis and any other duties as requested from time to time).

**Landfill Construction** - This category includes all jobs associated with the construction of landfill infrastructure engineered works. Work associated with landfill engineered infrastructure includes cap construction, cell excavation, liner installation, leachate control works installation, gas control works installation, any other works associated with landfill engineered infrastructure and any other construction related duties as required from time to time.

**PROBATIONARY EMPLOYEES:** Probationary employees shall be paid up to \$1.00 below the hourly rate in effect for their classification.

**LEADHANDS:** An employee appointed by the Employer as a group leader to be in charge of other employees shall be paid \$1.00 per hour above the hourly rate of the highest paid employee in the group he is leading.

**RRSP:** The Employer shall provide a group RRSP program for bargaining unit members. Such program shall be funded by employee contributions and Employer contributions. The Employer will match employee contributions to a maximum of four percent (4%) of employee earnings.

**RATE BLENDING:** Where an employee regularly splits his day between two classifications, a blended rate may be negotiated by the Company and Union.



## SCHEDULE "B"

### BENEFIT SUMMARY SHEET

The following outline is a brief summary of the employee benefits plans for which you are eligible.

#### ELIGIBILITY

Minimum Number of hours per week	30 hours
Eligibility Waiting Period	3 months

#### BASIC LIFE

Amount of Benefit	100% of annual earnings rounded to the next higher multiple of \$1,000 if not already a multiple thereof
Maximum Benefit	\$25,000

#### ACCIDENTAL DEATH & DISMEMBERMENT

Amount of Benefit	Same as Basic Life
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#### DEPENDENT LIFE

##### Amount of Benefit

Spouse	\$5,000
Child	\$2,500

#### LONG TERM DISABILITY

Waiting Period for Disability Benefits	119 days
Amount of Benefit	66 2/3% of monthly earnings to a maximum of \$2,500/month
Maximum Benefit Period	Age 65; if disabled at age 64, benefits continue for twelve months.
Definition of Disability	Inability due to illness or injury to perform your own occupation for the first 24 months and thereafter, any occupation for which you are fitted by education, training or experience (See Note 2)
Benefit Taxability	Non Taxable

#### HOSPITAL

Room & Board Limit	The usual semi-private rate of the Hospital concerned
Nursing Home Maximum	Covered up to the daily semi-private room rate (under age 65 only)

**MAJOR MEDICAL**

Deductible \$10 single/\$20 family  
Reimbursement Percentage applicable to all eligible expenses - 100%

**Maximum Benefit applicable to:**

All eligible Paramedical Practitioners' services No per visit caps  
\$300/annum maximum

Eligible Practitioners include:

Physiotherapist Podiatrist Speech Therapist  
Massage Therapist Chiropractor Chiropodists  
Occupational Therapist Osteopath Naturopath

X-rays by a Chiropractor \$45 per year  
Surgery by a Podiatrist \$200 per year  
Visual Motor Therapy by an Optometrist- No per visit maximum  
Private duty nursing In home only - maximum of 365 service days  
(cumulative per lifetime)

**VISION CARE**

Deductible None  
Reimbursement 100%  
Maximum Benefit \$200 per insured person every 24 months

**DENTAL CARE**

Eligible Expenses Covered Types 1, 2 and 3  
Deductible applicable to Types 1, 2 and 3 \$25 single/\$50 family  
Reimbursement Percentage Applicable to:  
Types 1 and 2 100%  
Type 3 50%

Maximum Applicable to:  
Types 1 and 2 \$1,000 per person per year for Types 1  
and 2 combined  
Type 3 Unlimited

Schedule of Fees Applicable to Types 1, 2 and 3 – Current Rates  
Recall Nine (9) months

**NOTES:**

- 1. Notwithstanding anything to the contrary, your AD&D coverage will continue without premium payment during any period that you are approved for waiver of premium under the Life Insurance benefit. If the policy terminates, your AD&D coverage will cease.

2. In order to be considered totally disabled under the Long Term Disability benefit, you must be wholly and continuously disabled due to illness or accidental bodily injury and, as a result, are unable to perform the duties of your normal occupation during the first 24 months of disability payments. Thereafter, you must be wholly and continuously disabled due to illness or bodily injury and, as a result, unable to perform the duties of any occupation for which you are, or may become, fitted by education, training or experience.
  
3. Also included as eligible Paramedical Practitioners are the following:
 

Physiotherapists	Masseurs	Chiropractor
Occupational Therapists	Chiropodists	Osteopath
Speech Therapists	Podiatrist	Naturopath
  
4. Coverage is extended to expenses for the following items:
  - stump socks, limited to six pairs in a Benefit Year
  - hearing aids (maximum of one per lifetime)
  - electronic heart pacemaker; ileostomy or colostomy kits; diabetic supplies
  - orthopedic shoes, limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes; orthotics
  - contact lenses required after cataract surgery, limited to \$200 per eye every 24 months (see Vision Care).
  - intra-uterine devices
  - private duty nursing in home (lifetime maximum 365 service days cumulative)
  
5. Common-law spouses may be considered eligible dependents provided you have cohabited for a period of at least one year.
  
6. Long Term Disability coverage terminates on the earlier of age 65, retirement or termination of employment. All other coverage terminates on the earlier of retirement or termination of employment.
  
7. All Hospital, Major Medical, Vision Care and Dental benefits are funded by employer and employee contributions, where applicable. Manulife Financial's only responsibility for these benefits is the adjudication of claims. All other benefits are insured by Manulife Financial Group Benefits.