

1363

SOURCE	Union		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYES	190		
31/12/98			
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COLLECTIVE AGREEMENT

1363

between

LIDLAW WASTE SYSTEMS LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1338**

January 1, 1996 to December 31, 1998

LOCAL 1338 OFFICERS

President
D. Regimbald

Vice-President (Residential)
T. Jones

Vice-President (Commercial)
B. Emond

Secretary-Treasurer
M. Grant

Recording Secretary
J.C. Fowler

NEGOTIATION COMMITTEE

President	D. Regimbald
Commercial	B. Emond R. Woods
Residential	T. Jones V. Delorme
Recycling	Dale Parry
Landfill	T. Whitelock

UNION OFFICE

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ARTICLE 1 - GENERAL PURPOSE

1.01 *The Employer and the Union agree that the purpose and intent of this Agreement is to formulate rules to govern the relationship between the Union, the employees and the Employer bearing in mind that the Employer's business is a service business requiring reliable and **continuous** service to customers, **performed** with skill and efficiency and also to provide a formal method for the determination of wages, hours and other working conditions, as well as **machinery** for the settlement of grievances.*

ARTICLE 2 - RECOGNITION

- 2.01** *The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees at the Bentley Avenue, Kenaston Street and Leeds Avenue Division, save and except foremen, those above the rank of foreman, office staff, students employed during the standard school vacation periods and casual employees hired to fill in on account of vacations, illness and absenteeism.*
- 2.02** *The Employer will not make any written or verbal agreements with the employees which may conflict with the terms of this collective agreement.*

ARTICLE 3 - CHECKOFF OF UNION DUES

3.01 Checkoff

The Employer shall deduct from every employee covered by this Agreement who has completed thirty (30) days of employment, any monthly dues in accordance with the Union constitution and/or by-laws, and owing by him to the Union.

3.02 **Deductions**

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wage the deductions have been made. A copy of this list shall be forwarded to the Secretary-Treasurer of the Local.

3.03 **Employer Save Harmless**

The Union shall indemnify and save harmless the Employer with respect to all claims and demands made against the Employer by any employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

3.04 **Union Membership**

All employees who, as of the date of execution of this Agreement, are members of the Union shall maintain such membership, as a condition of employment, during the term of this Agreement, and all new employees hired after the execution of this Agreement shall become and remain members of the Union as a condition of employment.

3.05 **Crossing of Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line recognized by the Union. Failure to cross such a picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Some services provided by the Employer are considered essential in that a health hazard may exist if services are not performed. In such instances, the Union agrees to negotiate each case, so as to allow the Employer to provide such services as may be required only to eliminate a health hazard. The determination of whether or not a health hazard exists in the case of a dispute by the Union shall be determined by an independent arbitrator. Such decision shall be binding upon the parties in the same manner as specified in Article 9 (Grievance Procedure).

3.06 Correspondence to the Union

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Secretary of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Secretary of the Union. The Steward must sign for a copy of the correspondence.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** *The Union agrees it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, to determine types and amounts of equipment to be used, establish schedules, to judge the qualifications of employees and to maintain discipline and efficiency.*
- 4.02** *The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise the grievance procedure as outlined in the Agreement.*
- 4.03** *The Union agrees that it is the right of the Employer to make, enforce and alter, from time to time, rules and regulations to be observed by the employee.*

ARTICLE 5 - NEGOTIATING COMMITTEE

5.01 Negotiating Committee

*The Union may elect or appoint not more than **six** (6) employees to be known **as** the Negotiating Committee. The Employer will recognize such Committee **provided** the employees on it have completed their **probationary** period under this Agreement, and the Union notifies the Employer in **writing** of the **names** of such employees from **time to time**.*

5.02 Permission to Leave Work

***No** employee who **is** a member **of** the Negotiating Committee shall leave his work to negotiate with the Employer without the **prior** consent **of** his foreman, such consent **shall** not be unreasonably withheld.*

5.03 Assistance of a National Representative

*The Negotiating Committee **may** have the assistance of a full-time representative of the Union at any Negotiating Committee meeting with the Employer,*

5.04 Meetings of the Negotiating Committee

*In the event either party wishes to call a meeting of the Committee, it shall submit in writing such request stating items to be discussed or negotiated. However, such meeting must be held **not** later than **fourteen** (**14**) calendar days **after** the request has been given.*

ARTICLE 6 - SENIORITY

6.01 a) *Seniority shall mean length of continuous service with Laidlaw Waste Systems Ltd. Notwithstanding such definition, the Employer agrees to recognize prior service of employees in the bargaining unit as of the date of execution according to the attached list. The list shall be posted for thirty (30) days following execution of this Agreement and any employee who grieves with respect to his seniority date set out on such list must do so within such thirty (30) day period.*

b) Seniority List

The employer shall also maintain a complete seniority list showing the date upon which each employee's service commenced and which classification each employee presently occupies. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

6.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) working days. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, an employee shall be credited with forty-five (45) working days' seniority.

6.03 No Loss of Seniority Rights

An employee shall not lose seniority rights if he is absent from work because of sickness, accident or leave of absence approved by the Employer.

6.04 Loss of Seniority Rights

An employee shall only lose his seniority in the event:

- a) he is discharged for just cause and is not reinstated; or*
- b) he resigns; or*
- c) he is absent from work in excess of three (3) working days without sufficient cause or without **notifying** the Employer, unless such notice was not reasonably possible; or*
- d) he fails to return to work within five (5) working days following a layoff and **after** being notified by registered mail to do so, unless through sickness or other **just cause**. It shall be the responsibility of the employee to keep the **Employer informed** of his current address; or*
- e) he is laid off for a period longer than **nine** (9) months.*

6.05 No Transfer of Employees

*No employee shall be transferred or assigned to a position outside the bargaining unit without his/her explicit **consent**. Employees assigned or transferred to a position outside the bargaining unit for more than **sixty** (60) working days within a calendar year shall be deemed to have lost all seniority.*

ARTICLE 7 - JOB VACANCIES AND LAYOFFS

7.01 Job Posting

when a job becomes vacant or a new position created, the Employer will post up for a period of five (5) working days in all Divisions. The notice will contain the nature of the job, the basic qualifications required, the rate of pay and the hours of work. In the case of emergency, and a period of time not to exceed five (5) days, the Employer will not be required to post notice of vacancy and such vacancy can be filled by the Employer by appointment. Within five (5) working days of the date of appointment, the name of the successful applicant shall be posted on all bulletin boards in all Divisions covered by this Agreement.

7.02 Role of Seniority in Promotions & Transfers

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 7.01. Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

7.03 Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority providing those remaining have the skill, ability, physical fitness and qualifications to **perform** the available work. Employees shall be recalled in the order of their seniority providing they have the **skill, ability, physical fitness and qualifications to perform the available work: No new employees** will be hired **until** those laid off have been given **an opportunity of** re-employment providing those employees can perform the **available** work.

A lay-off shall be **defined as** a reduction in the workforce.

7.04 Continuation of Benefits

Employees laid ~~off~~ for a period of **less than three (3) months** shall have their coverage under the Employee Group Benefits **Plan** continued in the month of layoff plus an **additional two (2) months if such layoff should continue.**

7.05 **When an employee is assigned by the Employer to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for the day such work is performed.**

7.06 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union, or a case where the Employer or Union has acted unjustly.

8.02 a) Stewards

Three (3) members of the bargaining unit shall be the appointed stewards of the Local for the purpose of this Agreement.

b) Grievance Committee

The Grievance Committee shall consist of the President, Vice-President, and one (1) Steward (from the appropriate Division, or his designate).

8.03 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 - *The aggrieved employee(s) shall submit the grievance to his steward.*

Step 2 - *If the Union steward considers the grievance to be justified, the employee(s) concerned, together with his steward, shall first seek to settle the dispute with the employee's foreman, within five (5) working days of the date of the alleged grievance occurrence.*

Step 3 - *Failing settlement being reached in Step 2, the employee(s) concerned together with his steward shall submit the matter to the Manager within three (3) working days after the disposition of the procedure in Step 2. The Manager shall convene a meeting with the Grievance Committee and the full-time representative of the Union within ten (10) working days of receipt of the grievance to discuss the matter. The Manager shall respond in writing, within five (5) working days of the meeting.*

Step 4 - *Failing a satisfactory settlement being reached at Step 3, the Union may, within ten (10) working days of receipt of the notice at Step 3, submit the matter to arbitration.*

8.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

8.05 Grievances on Unsafe Conditions

An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance in the third step of the Grievance Procedure for preferred handling in such procedure and arbitration.

8.06 Grievances in Writing

Grievances and replies shall be in writing at all stages.

8.07 Facilities

The Employer shall supply a reasonable facility for the grievance meetings.

8.08 Supplementary Agreements

Supplementary agreements, if any, shall be in writing and signed by both parties and shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure.

8.09 Employer and Union Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that step shall appropriately apply. However, subject to Section 8.04, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not be bypassed.

8.10 Agreement Binding on Parties

All signed agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

ARTICLE 9 - ARBITRATION

9.01 Appointment

If the Employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator, Within five (5) working days thereafter, the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall meet immediately and within three (3) working days they fail to settle the grievance they shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree on such a chairperson within a further period of two (2) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson unless extended by mutual consent.

9.02 Limits

No person may be appointed as a Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 No Right to Amend

The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the Grievance Procedure.

9.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

9.05 Expenses

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

9.06 Consent on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

9.07 Amending of Time Limits

The time limits fixed in both the grievances and arbitration procedures may be extended by consent of the parties.

ARTICLE 10 - DISCHARGE

10.01 *An employee may be disciplined or discharged but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of his Steward or Union executive member. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.*

10.02 Discharge Procedure

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

- a) confirming the company's action in dismissing the employee;
- b) reinstating the employee **with full** compensation ~~for~~ the time lost, **including** all benefits, except for the amount of **any** remuneration the employee has received elsewhere pending the disposition **of** his case;
- c) **by** any other arrangement which **is** reasonable **in** the opinion **of** the parties or the Arbitration Board if appointed.

10.03 Burden of Proof

In cases **of** discharge **and** discipline, the **burden of** proof **of** just cause rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.04 Personnel Records

An employee shall have the right **at** any **time during** normal business hours, subject to operational considerations, to review his personnel record.

ARTICLE 11 - HOURS OF WORK

11.01 Regular Hours

- a) Residential Drivers' hours of work shall be forty (40) hours made up of four **(4)** ten (10) hour days, Monday to Friday, **as** follows:

7:00 a.m. to 12:00 noon
12:30 a.m. to 5:30 p.m.

- b) *Mechanics' normal hours of work shall be forty (40) hours per week made up of five (5) eight (8) hour days, Monday to Friday, as follows:*

Day Shift 6:00 a.m. to 2:30 p.m.
Afternoon Shift 2:00 a.m. to 10:30 p.m.

- c) *Recycling Depot employees' normal hours of work shall be forty (40) hours per week made up of five (5) eight (8) hour days, Monday to Friday as follows:*

Day Shift 7:00 a.m. to 3:30 p.m.
Afternoon Shift 3:30 p.m. to 12:00 a.m.

- d) *Commercial Drivers' hours of work shall be forty-two and one-half (42 1/2) hours per week made up of eight and one-half (8 1/2) hours per day as follows:*

6:30 a.m. to 3:30 p.m.

These hours shall be scheduled to provide a three (3) week rotation period of six (6) days of work for the first and second week and three (3) days of work for the third week. The choice of days off for the first three (3) months shall be offered first to those with the greatest seniority. The schedule shall be reversed for the second three (3) month period.

- e) *All other members of the bargaining unit shall work a forty (40) hour week consisting of a five (5) eight (8) hour days, Monday to Friday, as follows:*

7:00 a.m. to 12:00 noon
12:30 p.m. to 3:30 p.m.

11.02 Lunch Period

All employees shall be allowed one-half (1/2) hour off for lunch, which shall be taken at the employee's discretion.

11.03 Rest Period

Employees shall be allowed to take a one-half (1/2) hour rest period in each **shift**.

11.04 Overtime

It is recognized that the Employer will **from** time to time require employees to perform overtime work. **Time actually** worked in excess of an employee's regularly scheduled work week, according to 11.01, will be paid for at time and one-half (1 1/2), provided that overtime amounting to less than one-half (1/2) hour per scheduled work week will not be paid for. If an insufficient number of senior employees are unwilling or decline such work, **qualified junior employees shall** be required to perform the work,

11.05 Meal Allowance

When an employee is required to work more than two (2) hours following but consecutive with his regular shift, he shall be paid a meal allowance of eight dollars fifty cents (**\$8.50**).

Residential drivers who work more than one half (1/2) hour following his regular shift, **shall** be paid a meal allowance of eight dollars fifty cents (\$8.50).

11.06 Call-in Time

If an employee is called **into** work during his offhours, he shall be paid for four (4) hours work at straight time or time and one-half for all hours actually worked, whichever is the greater amount.

11.07 Night collection

If an insufficient number of senior employees are unwilling or decline such work, **qualified junior employees shall** be required to perform the work.

11.08 Standby Pay

Any employee required by the company to be on standby shall be paid three dollars fifty cents (\$3.50) per hour for all hours on standby, requested by the company.

11.09 Temporary Lay-Offs

Employees temporarily laid-off in a work week shall be given first opportunity to make up hours lost, by working any scheduled overtime in their classification, subject to their ability to perform the work required. Scheduled overtime shall be defined as any overtime that is not a continuation of normal hours.

11.10 No-Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

11.11 Employees reporting for work as usual for their assigned shift, unless notified not to report and for whom no work is available, by seniority, will be offered four (4) hours employment at other work and who is assigned beyond four (4) hours will be offered a further four (4) hours employment at other work at the employee's current rate of wages, or at the Employer's option, will be paid for four (4) hours in lieu of work. This provision shall not apply if the failure to provide work is caused by reasons of an illegal strike or work stoppage, fire, flood, power failure or other like causes beyond the Employer's control.

11.12 No employee shall be required to work more hours per week than the hours set out in Part IV of the Employment Standards Act R.S.O.

11.13 Shift Premium

Employees shall receive two dollars (\$2.00) additional compensation per hour for all hours worked on the Graveyard Shift only.

11.14 Time Off In Lieu of Overtime

*Instead of cash payment for overtime, an employee may choose to receive time **off** at the equivalent cumulated hours, or partial hours thereof, at a time mutually agreed upon between the employee **and** the Employer. Such time off shall be accrued **until** December 31 and taken **by** June 1 **of** the **following** year, or be fully paid **out**.*

ARTICLE 12 - HOLIDAYS

12.01 List of Holidays

*The following shall be recognized as **holidays** to be paid at the **regular** rates with respect to each employee covered in this Agreement **who** has completed probationary period:*

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Victoria Day</i>	<i>Easter Monday</i>
<i>Canada Day</i>	<i>Christmas Day</i>
<i>Civic Holiday</i>	<i>Boxing Day</i>

*And any other holiday proclaimed **by** either the Federal, Provincial or Municipal Government which is of a non-recurring **nature**.*

*All employees who have completed their probationary period shall receive **an** additional day **off** with pay at their regular rate **of** pay to be taken at the employee's choice, provided it does not interfere **with** the efficient **operations** **of** the Employer. If any of the above holidays **fall** on a Saturday or **Sunday**, the employees shall be paid for one (1) extra day at their regular rate of pay. Should the government proclaim an additional statutory holiday, this holiday will take the place of the floater.*

12.02 Absence From Work

An employee shall be entitled to holiday pay if he works his last working day before, his first scheduled working day after the holiday and on the holiday itself, if he is scheduled to work. An employee will not be denied holiday pay, if he has received prior approval of the Employer to be absent, is absent due to illness that is verified to the satisfaction of the employer, or is laid off and has worked one (1) working day in the five (5) calendar days preceding and following the holiday.

12.03 Overtime on Holidays

If an employee is required to work on any of the said holidays or Sundays, he shall be paid for the holiday plus time and one half his regular hourly rate of pay for all hours worked. During single collection, employees required to work on Saturday, to make up for collection not made due to the holiday, shall be paid time and one-half their regular hourly rate of pay for each Saturday.

ARTICLE 13 - VACATION

13.01 Length of Vacation

An employee shall receive a vacation and vacation pay on the basis of an employee's service as of the employee's anniversary date effective January 1st, 1996:

- a) Less than one (1) year service - according to Employment Standards Legislation in force at the date of commencement of this Agreement.*
- b) One (1) year service or more - two (2) weeks - 4% of total earnings for vacation period ending the prior June 30th.*
- c) Five (5) years service - three (3) weeks - 6% of total earnings for vacation period ending the prior June 30th.*

- d) *Eleven (11) years service or more - four (4) weeks - 8% of total earnings for vacation period ending the prior June 30th.*
- e) *Fifteen (15) years service or more - five (5) weeks - 10% of total earnings for vacation period ending the prior June 30th.*
- f) *Twenty (20) years service or more - six (6) weeks - 12% of total earnings for vacation period ending the prior June 30th.*

13.02 Ontario Employment Standards Act

*Employees with less than one (1) year service whose employment is terminated for any reason shall receive vacation pay on severance, if any, in accordance with the Ontario **Employment Standards Act**.*

13.03 Vacation Pay on Termination

*Employees with more than one (1) years service whose employment is terminated for any reason shall receive vacation pay on severance, proportionate to a **number** of vacation days earned to **date** and **not** used, in accordance with the foregoing. In the event of the death of an employee, his estate shall be credited with vacation pay determined as above.*

13.04 Holidays During Vacation

*If one of the **holidays** in **Article XII** falls or is observed during an employee's vacation, he will be given an additional day's pay in lieu of the holiday.*

13.05 vacation Schedule

*When preparing the **annual vacation** schedules, the Employer will, subject to its right to maintain a qualified workingforce, give preference as to vacation dates of employees based on length of service.*

Employees shall be allowed to utilize annual vacation entitlement in less than five (5) days blocks on a first come basis, subject to operational requirements.

13.06 *Vacation Pay*

Where an employee gives not less than fourteen (14) days notice to the Employer of the commencement of his vacation, he shall be entitled to his vacation pay on the last business day before the commencement of his vacation. Earned vacation shall be paid in two (2) equal payments; one on June 15th and the other on December 15th.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 *Union Conventions*

Leave of absence without pay shall be granted upon the request to the Employer to not more than six (6) employees elected or appointed by the employees to represent the Union at Union functions. It is further understood that at least two (2) weeks notice in writing shall be given for any such leave.

14.02 *Bereavement Leave*

In the event of a death in the immediate family of the employee covered by this Agreement, the Employer agrees to grant time off and to make up the employee's regular pay computed at his straight time rate for any absence up to three (3) days from his regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean father, mother, spouse, brother, sister, son, daughter, mother-in-law and father-in-law. In the case of the death of a grandparent, the employee shall be granted one (1) day off from his regularly scheduled duties, with pay, to attend the funeral. An employee shall be granted up to three (3) days leave from his regularly scheduled work, without pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of foster parent, brother-in-law, sister-in-law, or any blood relative who has been residing in the

same household. The bereavement employee may take an additional two (2) days leave, without pay, for the purposes of attending or making arrangements for the funeral if so requested.

14.03 Jury and Witness Duty

The Employer will reimburse an employee for all regularly scheduled time lost while the employee is on jury duty or as a witness to provide evidence of such events witnessed during working hours. Such reimbursement shall be the difference between the employee's regular rate of pay and the amount he received for such jury or witness duty. The employee will be required to show that he was on jury or witness duty and he will be required to establish the amount of money he received for such duty.

14.04 General Leave

The Employer will grant up to six (6) months leave of absence to an employee for personal reasons, having due regard to the operation of the Employer's business, provided such request is in writing and the reasons for requesting the leave are stated. Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave granted, the purpose of it, and the terms, if any on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discharge. A leave of absence under this paragraph may be extended for an additional six (6) month period if a request, in writing, for the extension is received by the Employer before the leave has expired and if the Employer and the Union mutually agree. The Union will be notified of all leaves of absence under this paragraph. Any leave of absence under this paragraph:

- a) shall be without pay and benefits; and
- b) shall be without loss of seniority unless agreed to the contrary between the Employer and the employees or between the Employer and the Union.

14.05 Time Off for Voting

Employees who are qualified to vote shall, on election days, be allowed time off with pay, if necessary, for voting in accordance with the provisions of applicable Federal and Provincial laws and in accordance with any by-law of the Municipality in which an employee may reside.

ARTICLE 15 - WAGES

15.01 Payment of Wages

*The Employer shall pay wage rates in accordance with Appendix 1, 2 or 3 attached hereto and forming part of this Agreement. Employees shall be paid every second **Friday**, by direct payroll deposit. On each pay day, employees shall be paid every second **Friday**, by direct payroll & posit. On each pay day, employees shall be provided with an itemized statement of wages and deductions.*

- 15.02 a) *If an employee's day off falls on a Friday, he shall be paid the preceding **Thursday**.*
- b) *The provisions of Article 15.02 a) shall not apply when a Statutory Holiday falls during pay week.*

ARTICLE 16 - HEALTH AND SAFETY

16.01 *The Employer and the Union agree to recognize an employer-union Health and Safety Committee which is composed of an equal number of Union and Employer representatives with a minimum of three (3) from each side, who shall hold meetings as requested by either party and at times mutually agreed by both parties, for the purpose of discussing and promoting safety, health and sanitary practices, and the observation and enforcement of safety rules.*

16.02 *The parties understand that they are both bound by the Occupational Health and Safety Act 1980 and its amendments.*

16.03 Injury Pay Provision

An employee who is injured during working hours and **is** required to leave for treatment or is sent home **as** a result of such injury shall receive payment for the remainder **of** the shift at **his** regular rate **of** pay unless a doctor states that the employee is fit for further work on that shift.

16.04 *In the case of an accident, the employee **may** request to have a Union Health and Safety Representative present at the accident site. **Should** the Employer **decide** to take **any** action against any employee resulting from any **accident**, he will **do so** within five (5) working days of the accident and will **notify** the Union within five (5) working days of the accident as well, **unless** the police report or insurance report or any other pertinent reports are not yet available in which **case**, the Employer **will** advise the Union of the circumstances still outstanding pending further investigation.*

16.05 Fire Extinguisher

All garbage trucks will be equipped with a fire **extinguisher** and first aid kit which will be properly **maintained**.

ARTICLE 17 - HANDICAPPED EMPLOYEES

17.01 Employment of Handicapped/Injured Employees

In the event **of** employees sustaining injuries at work, or becoming affected **by** occupational diseases during the course of their employment and becoming physically handicapped **as** a result thereof, every effort will be made by the Employer to give the handicapped employee such suitable employment **as** is available and such employee shall have priority in any light work available.

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

18.01 a) *The Employer agrees to contribute one hundred percent (100%) of the premiums towards the cost of the Employer's present Group Welfare Plan and supply up-to-date correspondence outlining such plans.*

b) **Long Term Disability**

*It is understood that the Employer agrees to increase the **maximum** monthly benefit payment **equal** to the maximum weekly U.I.C. benefit in effect January 1991. Any increase to the maximum weekly U.I. benefit will cause the maximum monthly **benefit** payment to be increased by the **same** percentage.*

c) **Weekly Indemnity**

*It is understood that the Employer agrees to increase the **m a x i m** weekly indemnity payments equal to seventy-five percent **(75%)** of the employees basic gross salary **as defined** in Article 11.01. Employees will become eligible for benefit on the basis of:*

*Waiting period **for:***

<i>Injury</i>	-	<i>none</i>
<i>Hospitalization</i>	-	<i>none</i>
<i>Illness</i>	-	<i>three (3) consecutive working days</i>
<i>Maximum Benefit Period</i>	-	<i>52 weeks</i>

d) **Vision Care**

<i>January 1/96 -</i>	<i>one hundred and fifty dollars (\$150.00)</i>
<i>January 1/97 -</i>	<i>one hundred and seventy-five dollars (\$175.00)</i>
<i>January 1/98 -</i>	<i>two hundred dollars (\$200.00)</i>

e) Optional Life Insurance

An employee may elect, through payroll deductions to increase his life insurance coverage through Optional Life and Optional Accidental Death and Dismemberment. Optional Life is available in multiples of \$25,000 to a maximum of \$100,000 principal amount. Accidental Death and Dismemberment is available in multiples of \$25,000 to a maximum of \$250,000 principal amount.

Premium rates, as paid by the employee may be adjusted from time to time.

f) Group Life Insurance

The Employer will provide \$25,000 principal amount for eligible employees. Employees absent prior to the date of increase become eligible upon their first day of return to work following that date.

g) Spousal Life Insurance and Dependent Life Insurance

For eligible employees:

Spousal Life Insurance - \$4,000
Dependent Life Insurance - \$2,000

18.02 Workers' Compensation Premiums Payment

The Employer agrees to continue its contributions in accordance with 18.01 a) above for such welfare coverage to employees absent due to injuries compensable under Workers' Compensation up to a period of six (6) months from the time of injury.

18.03 Proof of Illness

An employee absent for three (3) or more days may be required to produce a medical certificate from a doctor, verifying that he was unable to perform the duties of his job and is fit to return to regular duties.

18.04 Advanced Payment Plan

Pending a settlement of an employee's claim for Short Term Disability, the employee shall continue to receive his full regular salary and benefits of this Agreement, subject to the necessary adjustments.

ARTICLE 19 - CLOTHING ALLOWANCE

19.01 Uniforms

The Employer shall supply to all employees, the following each year:

4 shirts (choice of long or short sleeve shirts)

4 t-shirts

4 pair of pants

1 summer jacket

1 winter vest

1 winter jacket (choice of long or short winter jacket provided at no extra cost)

leather-palmed gloves as required

The Employer agrees to contribute towards the cost of C.S.A. approved safety footwear on the following basis:

Effective January 1st, 1996 - \$180.00;

In addition, employees are to receive one (1) pair of winter boots. Mechanics and Recycling Depot employees are to receive one (1) snowsuit. Container and Compactor repair employees are to receive one (1) pair of rubber boots.

ARTICLE 20 - GENERAL

20.01 Competition

No employee shall work or be engaged, directly or indirectly, at any job or occupation at any time which is in competition with the Employer's business.

20.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union, with the Employer's approval, shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

20.03 Employer Rules

The Employer agrees to supply to each employee, a copy of all Employer rules. Wherever possible, prior to implementation of an amendment to or a new Employer rule, the Employer shall present to the Union for discussion, any amendment to or a new Employer rule.

20.04 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for every employee in the bargaining unit within forty-five (45) days of the signing of the Memorandum of Settlement. The cost of the printing to be shared equally between the Union and the Employer.

20.05 Tool Replacement

The Employer agrees to replace any Mechanics tools that are broken provided the tool is a "quality" tool.

20.06 Feminine Terms May Apply

Whenever the masculine, or feminine is used in this Agreement, it shall be considered as if the feminine or masculine has been used where the context of the party or parties hereto so require,

20.07 Payment of Legal Fees

(a) That where an employee is charged with an offence under the **Criminal** code, the Highway **Traffic** Act or other Statute, for an act done while performing his duties, **said** employee shall be responsible for his **own** defence **including** the retaining of legal counsel and in the event of his being acquitted of the charge, said employee may be reimbursed for such reasonable legal expenses incurred, up to a **maximum** of five hundred (**\$500.00**) **dollars**, provided that for the purposes of this **sub-clause** "acquitted" shall include the withdrawal of the relevant charge.

(b) where an action or proceeding is brought against an employee which, in the opinion of the Employer, **affects** or might affect such employee and has arisen **out of his** employment, the Employer may pay such judgement, costs and reasonable legal expenses incurred **by** such employee **as** may be determined **by** the Employer.

ARTICLE 21 - NOTICES

21.01 Notice by Registered Mail

Any notice required to be mailed to any employee is sufficient, if sent by registered mail to his last known address as reported to the Employer. Employees shall be responsible for notifying the Employer of any change of address.

ARTICLE 22 - WORK OF THE BARGAINING UNIT

22.01 Employees not in the Bargaining Unit

Employees of the Employer whose jobs are not in the bargaining unit shall not work on jobs included in the bargaining unit which as a direct result cause the layoff or reduction in an employee's normal hours, except where such work is done in an emergency situation.

22.02 Change in Classification

When the duties or volume of work in any classification are significantly changed or increased or when any position not covered by the classifications in Appendix I is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 23 - TERM OF AGREEMENT

23.01 Effective Dates & Changes

~~This agreement shall continue in force from the 1st day of January 1996 until the 31st day of December 1998 and thereafter from year to year unless either party gives notice to the other not less than thirty (30) days or more than sixty (60) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to negotiate revisions thereof. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or renewed Agreement.~~

In witness whereof the parties hereto have executed this Agreement as of
the 11th day of OCTOBER '1996.

FOR THE EMPLOYER

FOR THE UNION

U. S. Filer

Betty Summers, CPE National Representative

Jeff Murray

[Signature]

sp
opeiu 491
June 12, 1996

LETTER OF AGREEMENT

between

LIDLAW WASTE SYSTEMS

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

The parties being aware of the potential impact the regionalization and re-tendering of the waste/recycling contract may have on the operations, hereby agree that any changes in the work procedure that may impact the membership of the Union, Local 1338, as a result of the Regional Municipality of Ottawa-Carleton (RMOC) contract #CE5244-January 1996, shall be dealt with as follows:

Layoffs

Both parties recognize that job security should increase in proportion to the length of service, therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority. No new employee will be hired until those laid off have been given an opportunity of re-employment. A layoff shall be defined as a reduction in the workforce.

Continuation of Benefits

Employees laid off for a period of less than three (3) months shall have their coverage under the Employee Group Benefits continued in the month of layoff plus an additional two (2) months if such layoff should continue.

The above provisions shall amend Article 7.04 and 7.05 of the collective working agreement in the case of any adverse impact from the RMO contract.

Signed at OTTAWA this 11th day of OCTOBER, 1996.

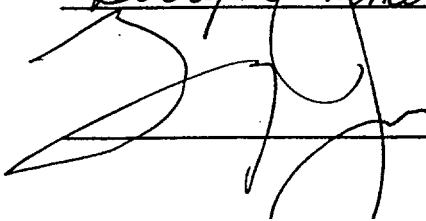
FOR THE EMPLOYER

FOR THE UNION

U. S. Fude

Betty Summers, CUPW National Representative

Jeff Hume



TERMS OF SETTLEMENT

between

LIDLAW WASTE SYSTEMS LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its **LOCAL 1338**

The Union and the Employer agree that the newly certified bargaining unit (landfill) shall be deemed a separate bargaining unit for the purposes of collective bargaining and in conjunction with the Ontario Labour Relations Act. The parties further agree that the existing bargaining unit (Commercial/Residential/Recycling) shall remain as combined Collective Agreement according to the Ontario Labour Relations Act.

For clarification, the Union and the Employer will bargain for two (2) separate Collective Agreements.

Signed at OTTAWA this 11TH day of OCTOBER, 1996.

FOR THE EMPLOYER

FOR THE UNION

U. S. Zales

Jeff Dvorak

Betty Summers, CUPPE National Representative

[Signature]

LETTER OF AGREEMENT

between

LIDLAW WASTE SYSTEMS LIMITED

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

RE: EMPLOYEES' RETIREMENT SAVINGS PLAN

The parties recognize the **necessity of a retirement plan that would aid to the financial security of retiring employees. The parties agree to establish a retirement savings plan for all members of the bargaining unit immediately upon ratification of this Agreement as follows:**

Retirement Savings Plan

In addition to the Canada Pension Plan, every employee who has completed forty-five (45) days of employment shall participate in the retirement savings plan.

- (a) *The Employer and the employee shall each make contributions based upon three percent (3%) of an employee's gross, regular bi-weekly pay up to a maximum of one thousand (\$1000) dollars per party.*
- (b) *Deductions shall be made from each pay and forwarded with the Employer's share to the plan carrier not later than the 15th day of the following month accompanied by a list of the names, addresses, hours of work, wages and deductions of all employees from whose wages the deductions have been made, a copy of this list shall be forwarded to the Secretary-Treasurer of the Local.*
- (c) *The Plan shall be administered by a Union and registered with the Pension Commission of Ontario.*

(d) *The Union agrees to provide the provisions of the plan to the Employer on an annual basis.*

(e) *The Employer's portion will be vested from the plan to a new Employer only after two (2) years of participation in the Group Plan.*

Signed at OTTAWA this 11TH day of OCTOBER, 1996.

FOR THE EMPLOYER

FOR THE UNION

U. S. [Signature]

Betty Ammer, CUP National Representative

Jeff [Signature]

[Signature]

LETTER OF AGREEMENT

between

LIDLAW WASTE SYSTEMS LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its **LOCAL 1338**

RE: UNION RECOGNITION

"The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees at the Bentley Avenue, Kenaston Street and Leeds Avenue Divisions, save and except those excluded under Article 2.01 of the Collective Agreement.

The Employer further agrees that all work or services now being performed by the members of the **CUPE Local 1338** out of the Bentley Avenue, Kenaston Street and **Leeds** Avenue Divisions shall not be contracted, transferred, leased, assigned in whole or in part to any other plant, person, or company, within the Ottawa-Carleton Region, **unless** the work or services are performed by members of **CUPE Local 1338.**"

Signed at **OTTAWA** this 11TH day of OCTOBER, 1996.

FOR THE EMPLOYER

U. S. Zuder
Jeff Heenan

FOR THE UNION

Betty Amner, CUPE National Representative
[Signature]

APPENDIX 1

COMMERCIAL

Classification

	<u>Effective</u> <u>01/01/96</u>	<u>Effective</u> <u>01/01/98</u>
<u>Driver</u>		
<i>Front Load</i>	\$16.71	\$17.04
<i>Roll Off</i>	\$16.71	\$17.04
<i>Rear Load</i>	\$15.60	\$15.91
<u>Loader</u>		
<i>Front Load</i>	\$15.88	\$16.20
<i>Rear Load</i>	\$14.98	\$15.28
<u>Maintenance</u>		
<i>Licensed Mechanic</i>	\$20.06	\$20.46
<i>Unlicensed</i>	\$17.76	\$18.12
<i>Lead Hand</i>	\$20.87	\$21.29
<i>Licensed Welder</i>	\$16.53	\$16.86
<i>Fuel Attendant</i>	\$16.53	\$16.86
<i>Truck Washer</i>	\$16.53	\$16.86
<i>Tire Attendant</i>	\$16.53	\$16.86
<i>Container Delivery</i>	\$16.53	\$16.86
<i>Container Repair</i>	\$16.53	\$16.86
<i>Under 2 Years</i>	\$15.01	\$15.31
<i>Compactor Repair</i>	\$17.76	\$18.12
<i>Under 2 Years</i>	\$16.53	\$16.86
<u>Toilets</u>		
<i>Driver</i>	\$15.19	\$15.49
<i>Under 1 Year</i>	\$12.80	\$13.06

Probationary Employees - \$1.00 less than the above rates.

APPENDIX 2

RESIDENTIAL

<u>Classification</u>	<u>Effective</u> <u>01/01/96</u>	<u>Effective</u> <u>01/01/97</u>	<u>Effective</u> <u>01/01/98</u>
<u>Driver</u>			
<i>Rear Packer</i>	\$15.60		\$15.91
<i>Recycle</i>	\$14.24	\$14.49	\$15.03
<u>Loader</u>			
<i>Rear Load</i>	\$14.98		\$15.28
<u>Maintenance</u> *			
<i>Licensed Mechanic</i>	\$20.06		\$20.46
<i>Unlicensed</i>	\$17.76		\$18.12
<i>Lead Hand</i>	\$20.87		\$21.29
<i>Licensed Welder</i>	\$16.53		\$16.86
<i>Fuel Attendant</i>	\$16.53		\$16.86
<i>Truck Washer</i>	\$16.53		\$16.86
<i>Tire Attendant</i>	\$16.53		\$16.86

* Probationary Employees - \$1.00 less than the above rates.

<i>Probationary Loader</i>	\$14.68	\$14.97
<i>Probationary Driver</i>	\$15.04	\$15.34
<i>Probationary Recycle</i>	\$13.94	\$14.22

APPENDIX 3

RECYCLING

	<i>Effective 01/01/96</i>	<i>Effective 01/01/97</i>	<i>Effective 01/01/98</i>
<i>Sorters</i>	<i>\$10.00</i>	<i>\$10.25</i>	<i>\$10.71</i>
<i>Operators</i>	<i>\$13.90</i>	<i>\$14.15</i>	<i>\$14.68</i>

NOTE: *Probationary Employees receive \$1.00 less than the above rates.*

*/sp
opeiu 491
August 28, 1996*