

# **COLLECTIVE AGREEMENT**

**between**

**WASTE MANAGEMENT OF CANADA  
CORPORATION(OTTAWA HAULING)**

**and**



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

**January 1, 2007 to December 31, 2009**

**10430 (04)**

## **LOCAL 1338 OFFICERS**

**President (Waste Management)**  
Dan Sauvé

**Vice-president (BFI)**  
Ron Bengier

**Vice-president (Waste Services)**  
Bob Campeau

**Vice-president (Landfill)**  
Roger Riel

**Secretary-Treasurer**  
Murray Grant

**Recording Secretary**  
Doug Harrisson

## **NEGOTIATION COMMITTEE**

**President**  
**Secretary-Treasurer**  
**Recording Secretary**  
**Mechanics**

**Dan Sauvé**  
**Murray Grant**  
**Doug Harrisson**  
**Guy Lavigne**

## **UNION OFFICE:**

Andy Mele, National Representative  
20 James St., 2nd Floor  
Ottawa, On K2P 0T6  
Tel: 237-0115 / Fax: 237-7936

## INDEX

COLLECTIVE AGREEMENT .....	1
ARTICLE 1 - GENERAL PURPOSE .....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - CHECKOFF OF UNION DUES.....	1
ARTICLE 4 - MANAGEMENT RIGHTS.....	3
ARTICLE 5 - NEGOTIATING COMMITTEE .....	3
ARTICLE 6 - SENIORITY .....	4
ARTICLE 7 - JOB VACANCIES AND LAYOFFS.....	5
ARTICLE 8 - GRIEVANCE PROCEDURE.....	7
ARTICLE 9 - ARBITRATION.....	8
ARTICLE 10 - DISCHARGE.....	10
ARTICLE 11 - HOURS OF WORK.....	10
11.14 Absence From Work and Overtime.....	13
ARTICLE 12 - HOLIDAYS .....	13
ARTICLE 13 - VACATION.....	14
ARTICLE 14 - LEAVE OF ABSENCE.....	16
ARTICLE 15 -WAGES.....	17
ARTICLE 16 - HEALTH AND SAFETY.....	17
ARTICLE 17 - HEALTH AND WELFARE BENEFITS.....	18
ARTICLE 18 – RETIREMENT SAVINGS PLAN.....	21
ARTICLE 19 - CLOTHING ALLOWANCE .....	21
ARTICLE 20 - GENERAL .....	22
ARTICLE 21 - NOTICES.....	24
ARTICLE 22 - WORK OF THE BARGAINING UNIT.....	24
ARTICLE 23 - TERM OF AGREEMENT .....	25
APPENDIX 1 – WAGES.....	26
LETTER OF AGREEMENT .....	27
RE: UNION RECOGNITION.....	27
RE: Mandatory Overtime .....	28
RE : Route Start Times .....	31

## **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 a mechanism 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 Westbrook Road Division, save and except supervisor, those above the rank of supervisor, office staff, students employed during the standard school vacation periods and casual employees hired to fill in on account of vacations, illness and absenteeism. If the Employer relocates any part of the present operations covered by this Agreement within the City of Ottawa, the Collective Agreement shall be applicable to the relocated operation(s).
- 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 Check off**

The Employer shall deduct from every employee covered by this Agreement who has completed forty-five **(45)** worked days, 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 four (4) 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. The Union will endeavor to have a cross section of the employee group.

### **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 immediate supervisor, 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 Waste Management of Canada Corporation. Notwithstanding such definition, the Employer agrees to recognize prior service of employees in the bargaining unit.

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)** worked 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)** worked days' seniority.

**6.03** a) **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.

b) **Loss of Seniority Rights**

An employee shall only lose his seniority and shall be deemed to be terminated unless reinstated by agreement between the Company and the Union, if he:

- a) voluntarily quits the employ of the Company; or
- b) is discharged and such discharge is not reversed through grievance procedure; or

- c) is absent from work without a legitimate reason for a period of three (3) working days; 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) is laid off for a period equal to his seniority or twelve (12) months, whichever is lesser; or
- f) is absent from work for more than thirty (30) months due to sickness or accident, and subject to any duty to accommodate.

**6.04 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 shall have their coverage under the Employee Group Benefits Plan continued in the month of layoff plus an additional three (3) months.

**7.05 Pay on transfer-higher rated job**

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 each hour that such work is performed. After a temporary assignment in a higher classification for over 2080 hours cumulative within a 24 month period, the employee shall permanently be paid the higher rate for that position unless he subsequently applies for and is successful in obtaining a position at a lower rate of pay.

**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 a complaint, dispute or controversy between the employee(s) or the Union and Employer relating to the interpretation, application, administration or alleged violation of the Agreement.

### **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. The Union shall notify the company in writing of the names of the Stewards.

### **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 immediate supervisor, 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 Grievances in Writing**

Grievances and replies shall be in writing at all stages.

**8.05 Facilities**

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

**8.06 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.

**8.07 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. Where a group of employees have the same grievance, such grievances may be filed as a group grievance at Step 3 of the Grievance Procedure.

**8.08 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 if 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. If the parties agree, a single arbitrator may be used.

**9.02 Limits**

No person may be appointed as an 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 Disagreement 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 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 except where new related information has become available to the Employer after the notice has been given. In such cases, the Union and the employee shall be notified promptly of the additional grounds.

### **10.03 Personnel Records**

An employee shall have the right at any time during normal business hours, subject to operational considerations, to review his personnel record in the presence of an authorized representative of the Employer.

### **10.04 Adverse Report**

Disciplinary actions that are life critical rule violations and traffic violations under the Highway Traffic Act will be removed from the employee's record after 18 months; other disciplinary actions will be removed from the employees record after 12 months.

## **ARTICLE 11 - HOURS OF WORK**

### **11.01 Regular Hours**

- a) Commercial Drivers' hours of work shall be forty-five (45) hours per week made up of five (5) nine (9) hour days Monday to Saturday. Commercial drivers shall be entitled to overtime pay after forty-four (44) hours per week as follows:

5:30 a.m. to 3:00 p.m.

6:00 a.m. to 3:30 p.m.

\*Note this article includes the Boom Truck Drivers position.

Notwithstanding the above and Article 11.04, Commercial Drivers shall be entitled to overtime pay after forty-four (44) hours per week.

- b) Mechanics' normal hours of work shall be forty (40) hours per week. The workweek will be from Monday to Friday as follows:

Day Shift	5:00 a.m. to 1:30 p.m.
Afternoon Shift	1:00 p.m. to 9:30 p.m.
Evening shift	5:00 p.m. to 1:30 a.m.

Mechanics hired subsequent to January 1, 2007 will be subject to a Monday to Saturday workweek. If the Company wishes to implement a Tuesday to Saturday shift, it will be offered to current employees by seniority.

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

6:00 a.m. to 11:00 a.m.  
11:30 a.m. to 2:30 p.m.

- d) Notwithstanding the above hours of work may be modified by mutual agreement between the parties to suit operational or customer requirements.

**11.02 Lunch Period**

All employees shall be allowed one-half ( $\frac{1}{2}$ ) hour off for lunch. In the event a truck breaks down, the junior qualified maintenance employee may be required to adjust his lunch schedule. Driver lunches are to be taken generally between 11:00 a.m. and 2:30 p.m.

**11.03 Rest Period**

Employees shall be allowed to take a one-half ( $\frac{1}{2}$ ) 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 ( $1 \frac{1}{2}$ ), provided that overtime amounting to less than one-half ( $\frac{1}{2}$ ) 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).

**11.06**     Call-in Time

If an employee is called into work during his off hours, 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**     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.

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

**11.12 Shift Premium**

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

**11.13 Time Off In Lieu of Overtime**

An employee, at his option, may elect to be paid for all hours worked at the overtime premium or elect to take the equivalent time off in lieu of the overtime premium, in accordance with the following conditions:

- (a) such time off must be requested in writing by the employee to his supervisor at least one (1) week in advance;
- (b) such time off will be granted by the Company based on operational requirements;
- (c) such time off may be accumulated to a maximum of one hundred hours and then used or paid out prior to accumulating any more;
- (d) such time off must be taken before December 31 of the year in which in the overtime was earned or the employee shall be paid for such overtime.

**11.14 Absence From Work and Overtime**

Notwithstanding the above, an employee shall not be denied his overtime pay, if he has received prior approval of the Employer to be absent, is absent on union leave or is absent due to illness that is verified to the satisfaction of the employer.

**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:

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

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 entitled to the holiday pay or an alternative day off with pay at a mutually agreeable time. Should the government proclaim an additional statutory holiday, this holiday will take the place of the floater.

All employees normally scheduled on 9 or 10 hour shifts as defined in Article 11, shall be entitled to 9 or 10 hours of holiday pay under this clause.

**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:

- 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 .
- c) Five (5) years service - three (3) weeks - 6% of total earnings.
- d) Ten (10) years service or more - four (4) weeks - 8% of total earnings.

- e) Fifteen (15) years service or more - five (5) weeks - 10% of total earnings.
- f) Twenty (20) years service or more - six (6) weeks - 12% of total earnings.

**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 working force, 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 Leave**

Leave of absence without pay shall be granted upon the request to the Employer to not more than two (2) employees elected or appointed by the employees to represent the Union at Union functions subject to operational requirements. The leave will be granted to one employee for a maximum of ten (10) days per year and one employee an unlimited amount.

### **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, grandmother, grandfather, spouse, brother, sister, son, daughter, mother-in-law and father-in-law. An employee shall be granted one (1) day leave from his regularly scheduled work, with 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 bereaved 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 attached hereto and forming part of this Agreement. Employees shall be paid every second Thursday, by direct payroll deposit. On each pay day, employees shall be provided with an itemized statement of wages and deductions.

**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 agree to be bound by the Occupational Health and Safety Act 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 - HEALTH AND WELFARE BENEFITS**

**17.01** 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) i) Eligibility

- ◇ the waiting period is 30 worked days
- ◇ minimum hours of work per week is twenty-four (24)

ii) Group Life Insurance and Accidental Death and Dismemberment

- ◇ Amount of coverage = \$30,000
- ◇ Coverage at 65 = 50%
- ◇ Termination Age = Retirement

iii) Dependent Life Insurance

- ◇ Spouse = \$15,000
- ◇ Children = \$10,000

iv) Optional Life Insurance(Employee paid)

◇ Units of \$25,000 to a maximum of \$100,000

v) Weekly Indemnity

◇ Amount of coverage = 75% of earnings – no maximum  
◇ Maximum duration of benefits = benefit period – 26 weeks  
◇ Benefits commence, in case of :  
accident – immediately  
illness – 3 calendar days  
hospitalization – immediately

vi) Long Term Disability

◇ Amount of coverage = 60% of earnings to a maximum of \$2,500 / month, taxable  
◇ Qualifying period = 26 weeks  
◇ Integration = Primary CPP/WSIB  
◇ Definition of Total Disability = 2 year own occupation  
◇ All sources maximum = 85%  
◇ Taxability = Taxable

vii) Hospital Insurance

◇ Room Accommodation = Semi-private or equivalent out-of-country  
◇ Convalescent Home = Extra billing to maximum of 180 days per disability

viii) Major Medical Insurance

◇ Deductible = \$25  
◇ Reimbursement = 100%  
◇ Paramedical Coverage = \$15/visit/practitioner – no maximum per practitioner per year  
◇ Overall Maximum Coverage = Unlimited

ix) Vision Care

= \$200 every 24 months  
(every 12 months < 18 years of age)

x) Dental Insurance  
**(commencing January 1, 2003)**

◇ Deductible	=	Nil
◇ Reimbursement:		
- Diagnostic & Preventative	=	100%
- Minor Restorative	=	100%
- Major Restorative	=	50%
- Orthodontic	=	50%
◇ Maximum Coverage Allowed	=	Unlimited
◇ Fee Schedule	=	Current

- c) Prescriptions will be reimbursed based on the lowest cost generic equivalent, unless you have been prescribed a drug that has no generic equivalent, or if your physician has written "no substitution" on your prescription.
- d) A dispensing fee cap of \$8.50 will be applied to all prescriptions. Any fee above this amount will be borne by the respective employee.

**17.02 Workers' Compensation Premiums Payment**

The Employer agrees to continue its contributions in accordance with 17.01a) 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.

**17.03 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.

**17.04 Advanced Payment Plan**

Pending a settlement of an employee's claim for Short Term Disability, the employee shall continue to receive payment consistent with the Short Term Disability plan, subject to the necessary adjustments and subject to the employee signing a repayment agreement.

**ARTICLE 18 – RETIREMENT SAVINGS PLAN**

**18.01      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 maintain a retirement savings plan for all members of the bargaining unit as follows:

- (a) 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.
- (b) The Employer and the employee shall each make contributions based upon four percent (**4%**) of an employee's gross bi-weekly pay.
- (c) 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.
- (d) The Plan shall be administered by a Union and registered with the Pension Commission of Ontario.
- (e) The Union agrees to provide the provisions of the plan to the Employer on an annual basis.
- (f) The Employer's portion will be vested from the plan to a new Employee only after ~~two~~ (2) years of participation in the Group Plan.

**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 (choice of regular or muscle)
- 4 pair of pants
- 1 summer jacket
- 1 rainsuit (as required)
- 1 winter vest
- 1 winter jacket (choice of long or short winter jacket provided at no extra cost)
- Summer Footwear (payable January 1<sup>st</sup>): \$180.00 (current)



	\$190.00 (1 Jan 09)
	\$195.00 (1 Jan 10)
Winter Footwear (payable October 1 <sup>st</sup> ):	\$160.00 (current)
	\$170.00 (1 Jan 09)
	\$175.00 (1 Jan 10)

Leather palmed work gloves will be supplied on an "as needed" basis. In order to get replacements, employees shall turn in their worn out gloves for new ones where possible. In addition, Mechanics are to receive one (1) snowsuit. Contained repair employees are to receive one (1) pair of rubber boots.

Wearing the current issue uniform is mandatory.

## **ARTICLE 20 - GENERAL**

### **20.01 Competition**

No employee shall work or be engaged, directly or indirectly, at any job or occupation at any time that 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, or to post 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 is to be shared equally between the Union and the Employer.

**20.05 Tool Replacement**

The Employer agrees to provide each maintenance employee who is required to have his own tools with a tool allowance of five hundred and fifty dollars (\$550.00) annually, January 1st.

**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 requires.

**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 defense 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 judgment, costs and reasonable legal expenses incurred by such employee as may be determined by the Employer.

**20.08 Professional Fees and Licenses**

The Employer shall pay licensing fees of mechanics that are required to have a Truck/Coach license and the General Automotive License.

**20.09 Fire and Theft Insurance**

The Company shall provide insurance covering mechanics tools and equipment on company premises. Each mechanic must provide a tool list to the Company specifying the tool and the replacement cost of each tool. Coverage will only apply in the instance of theft by forced entry and/or fire.

## **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. Such notices are deemed to be received five (5) days following their mailing. 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 1 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 2007 until the 31st day of December 2009 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 **1<sup>st</sup>** day of **November** 2007.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

:mbl/cope 491  
July 19, 2007  
(1338-ca-2009-Hauling)  
Edited by lc  
/cope491  
October 3, 2007

**APPENDIX 1 – WAGES**

<b>Classification</b>	<b><u>Effective 1/1/2007*</u></b>	<b><u>Effective 1/1/2008</u></b>	<b><u>Effective 1/1/2009</u></b>
Front Load and Roll-Off Driver	20.87	21.50	22.15
Rear Load and Side Load Driver	19.64	20.23	20.84
Helper (formerly Commercial Loader)	19.84	20.44	21.05
Helper hired or promoted after January 1, 2007	17.50	18.03	18.57
<b><u>Maintenance</u></b>			
Licensed Mechanic	25.07	25.82	26.59
Unlicensed Mechanic	22.20	22.87	23.56
Licensed Welder	20.64	21.26	21.90
Fuel Attendant/Truck Washer	17.50	18.03	18.57
Tire Attendant	20.64	21.26	21.90
Container Delivery	20.64	21.26	21.90
Container Repair	20.64	21.26	21.90
Container Repair under 2 yrs	18.76	19.32	19.90

The Lead Hand positions shall receive \$1.00/hr premium over respective rates. Driver Trainers shall receive a two (\$2.00) dollar per hour premium over respective driver rate while training.

Apprentice Mechanics:

- 1<sup>st</sup> year – 60% of licensed mechanic rate
- 2<sup>nd</sup> year – 70% of licensed mechanic rate
- 3<sup>rd</sup> year – 80% of licensed mechanic rate
- 4<sup>th</sup> year – 90% of licensed mechanic rate

\*Retroactive payment to 1 January 2007 for all employees active on the date of ratification.

LETTER OF AGREEMENT

between

CANADIAN WASTE SERVICES INC.  
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 Westbrook Road Division save and except those excluded under Article 2.01 of the Collective Agreement.

The Employer agrees that all work or services now being performed by the members of the CUPE Local 1338 out of the Westbrook Road Division shall not be contracted, transferred, leased, assigned in whole or in part to any other plant, person or company within the City of Ottawa, unless the work or services are performed by members of CUPE Local 1338.

Signed in Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## LETTER OF AGREEMENT

between

CANADIAN WASTE SERVICES INC.  
and

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338

RE: Mandatory Overtime

---

Whereas the parties have had numerous grievances relating to mandatory overtime of employees at the end of their regular work shift; and

Whereas the parties desire to establish a formalized procedure to resolve all past and potential future issues related to overtime.

The parties therefore agree to the following procedure:

- (a) The Union recognizes that the Employer will from time to time require employees to perform overtime work. Therefore, employees shall be required to work overtime, that occurs and runs concurrent with the Employer's regular scheduled workday.  
  
Except if an employee is unavailable to perform the overtime the employees shall be responsible to inform the Employer prior to the start of his regular shift unless circumstances arise during the course of the employee's day that require his immediate attention. In such case, the employee shall immediately inform the Employer of his unavailability to work overtime.
- (b) Employees notifying the Employer, in accordance with A, shall not be required to perform overtime in such cases, the overtime shall be offered to other qualified employees based on seniority.
- (c) Nothing in this Agreement shall obligate employees to work more hours per week than are set out in Part IV of the Employment Standards Act.
- (d) All outstanding matters and grievances related to the mandatory overtime issue are hereby resolved between the parties. The Employer agrees to remove any past discipline and reimburse employees for any lost time prior to the signing of this Agreement.

Letter of Agreement - Mandatory Overtime - cont'd...

- (e) Should any conflict occur with the application or interpretation of this Agreement the parties shall meet in order to discuss the situation.

Signed in Ottawa, On, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



LETTER OF AGREEMENT

Between

WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Hauling)  
(the Company)

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
And its LOCAL 1338  
(the Union)

RE : Route Start Times

---

Whereas both parties agree to change the start times for some routes as follows :

	<b>Route #</b>	<b>Current</b>	<b>New Time</b>
<b>Front-end</b>	<b>201</b>	6:00	5:30
	<b>202</b>	5:30	5:30
	<b>203</b>	6:00	5:30
	<b>204</b>	5:30	5:30
	<b>205</b>	5:30	5:30
	<b>206</b>	6:00	5:30
	<b>207</b>	6:00	6:00
	<b>208</b>	6:00	6:00
<b>Front-end RMOC (Apartments)</b>	<b>214</b>	6:00	6:00
	<b>215</b>	6:00	6:00
<b>Commercial cardboard OCC</b>	<b>218</b>	6:00	5:30
	<b>219</b>	6:00	5:30
	<b>220</b>	6:00	6:00
<b>Rear load</b>	<b>401</b>	6:00	5:30
	<b>403</b>	6:00	5:30

---

**Side load recycling**

<b>506</b>	<b>6:00</b>	<b>5:30</b>
<b>507</b>	<b>6:00</b>	<b>5:30</b>

**Boom truck + Container repairs**

<b>268</b>	<b>6:00</b>	<b>6:00</b>
<b>269</b>	<b>6:00</b>	<b>6:00</b>
<b>270</b>	<b>6:00</b>	<b>6:00</b>

**Roll Off:**

<b>301</b>	<b>5:00</b>	<b>5:30</b>
<b>302</b>	<b>6:00</b>	<b>5:30</b>
<b>303</b>	<b>6:00</b>	<b>5:30</b>
<b>304</b>	<b>6:00</b>	<b>5:30</b>
<b>305</b>	<b>6:00</b>	<b>6:00</b>
<b>306</b>	<b>6:00</b>	<b>6:00</b>
<b>307</b>	<b>6:00</b>	<b>6:00</b>
<b>308</b>	<b>6:00</b>	<b>6:00</b>
<b>309</b>	<b>6:00</b>	<b>6:00</b>
<b>310</b>	<b>6:00</b>	<b>6:00</b>
<b>311</b>	<b>6:00</b>	<b>6:00</b>
<b>312</b>	<b>6:00</b>	<b>6:00</b>

:mb/cope 491  
July 19, 2007  
1338-CA-2009-Hauling