

# **COLLECTIVE AGREEMENT**

Between

**SAFETY-KLEEN LTD.**  
**HALTON TRANSFER FACILITY**

- and -

**TEAMSTERS LOCAL UNION No. 879**  
Affiliated with the  
International Brotherhood of Teamsters

January 1/2002 - December 31/2005

12046(02)

# INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose .....	1
2	Recognition .....	2
3	Management Rights .....	3
4	Union Security .....	4
5	No Discrimination .....	7
6	Plant Visitations .....	7
7	Representation .....	8
8	Grievance Procedure .....	9
9	Arbitration .....	13
10	Discipline .....	16
11	No Strikes or Lockouts .....	16
12	Seniority .....	17
13	Reporting and Call-In Allowance .....	21
14	Hours of Work and Overtime .....	22
15	Vacation Pay .....	25
16	Statutory Holidays .....	27
17	Benefits .....	28
18	Bereavement Leave .....	30
19	Bulletin Boards .....	31
20	Health & Safety .....	31
21	Leave of Absence .....	33
22	Wages .....	34
23	General .....	36
24	Duration .....	37
	Appendix "A" -Hourly Wage Rates .....	attached
	Appendix "B" -Driver Dispatch Procedure.....	attached
	Letters of Understanding... (3).....	attached

# COLLECTIVE AGREEMENT

Between

**SAFETY-KLEEN LTD.**  
HALTON TRANSFER FACILITY

and

**TEAMSTERS LOCAL..UNION No. 879**

Affiliated with the  
International Brotherhood of Teamsters

## ARTICLE 1 - PURPOSE

- 1.1 It is the purpose and intent of the Company and the Union in making this Collective Agreement to develop, maintain and improve relationships between the Company, the Union and the employees represented by the Union, by setting forth terms of agreement relating to rates of pay, hours of work and conditions of employment.
- 1.2 The mutual interests of the Company, the Union and the employees include the maintenance and improvement of both the quality and quantity of service to our customers so that we may keep and improve our competitive position in the waste industry, recognizing that such improvement has been the constant basis of greater stability of employment, creating new employment and increased individual and general living standards.

- 1.3 Attaining these goals requires steady increases in productivity and depends not only on the total output of services, but also on output of the individual employee. Improved methods contribute substantially to the productivity of individual performance. The Company will continue to work toward the improvement of its productivity.
- 1.4 Each of the parties hereto acknowledges the right and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
- 1.5 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:
- a) There shall be no Union activity on Company time which will interfere with or impede work being performed.
  - b) There shall be no strike, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Company recognizes that Teamsters Local Union 879 as the bargaining agent of all employees of Safety-Kleen Ltd., at Safety-Kleen Ltd's transfer facility in the city of Burlington, save and except supervisors and dispatchers, persons above the rank of supervisor and dispatchers, office and sales staff and laboratory technicians.

2.2 The term "employee" and the word "employees" wherever used in this Agreement shall mean those persons included in the bargaining unit set forth in Article 2.1 hereof.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 The Union recognizes and acknowledges that nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management. Without limiting the generality of the foregoing, management's rights shall include:

- a) the right to maintain order, discipline and efficiency in connection therewith; to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees; the right to discharge or otherwise discipline employees for just cause, provided that a claim of discipline or discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided;
- b) the right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, suspend and retire employees;
- c) the right to determine the location and operations of the business and its expansion or curtailment, the direction of the working force, the services to be rendered, the schedule of service, the number of shifts, the methods, processes and means of service, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, overtime, and the right to decide on the

numbers of employees needed by the Company at any time, the number of hours to be worked, starting and quitting time, are solely and exclusively the right of the Company;

- d) the sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.

#### **ARTICLE 4 - UNION SECURITY**

- 4.1 The Company agrees that each new employee after sixty (60) days worked and each present employee shall, as a condition of employment, become and remain members in good 'standing of the Union;'
- 4.2 All employees hired must, as a condition of their continued employment, authorize the Employer to deduct weekly Union dues (*bi-weekly at twice the weekly dues, if applicable*) from their pay, under the formula as prescribed by the Local Union. The Employer will remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15<sup>th</sup>) day of the succeeding month, listing the employees from whose pay such deductions have been made and also the names of any employees covered by this Agreement who have left the bargaining unit since the last payment. In no case will the monthly remittance per employee be less than four times the weekly dues. During the term of this Agreement such deduction authorization shall be irrevocable.
- An employee who works one (1) day or more in a month, which has four (4) weeks, must pay a minimum of four (4) weeks Union dues for that month.

- An employee who works one (1) day or more in a month, which has five (5) weeks, must then pay a minimum of five (5) weeks Union dues for that month.

- (a) An employee off work, for any reason, shall have Union dues deducted in double upon his/her return to work until the employee's dues are paid up-to-date, so that at the end of the year the employee has paid Union dues for 52 weeks.

- 4.3** All employees hired will, as a condition of continued employment, authorize the Employer to deduct the amount equal to the Local Union's Initiation Fee in installments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period.

This deduction shall continue until the Initiation Fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the Local Union along with the names and social insurance numbers of employees from whom the money was deducted at the same time as the Union dues are remitted.

- 4.4** The Union will notify the Employer in writing of any arrears in dues, initiation or re-initiation, caused for any reason, and the Employer will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Employer shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.

- 4.5 The Union will supply the Employer with check-off forms and/or a pre-billing form. The Employer, each month, shall add the name of each new employee hired on since the remittance of the previous check-off and /or pre-billing along with the starting date and the Employer shall give an explanation alongside the name of each employee who appeared on the previous months check-off sheet and/or pre-billing for whom a remittance is not made for any reason.
- 4.6 The Union will supply the Employer with Initiation Deduction Authorization forms, Application for Membership forms and Dues Deduction Authorization forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Employer to ensure that all completed Application for Membership forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.
- 4.7 The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.
- 4.8 The Employer shall show the yearly Union monthly dues deductions on employees' T4 slips.
- 4.9 Effective January 1<sup>st</sup>, 2005, the Company will contribute five (5) cents per hour for each hour worked by all full-time, part-time, students and probationary bargaining unit employees. Once



every three (3) months, a separate cheque will be issued for these funds made payable to the Teamsters Local Union No. 879 Union Advancement Fund, and will be sent to the Local Union at the same time as the Union dues and check-off lists are remitted.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.1 The Company and Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or nonmembership in any labour organization or by reason, of any activity or lack of activity in any labour organization, or on any prohibited ground of discrimination as prescribed by the Canadian Human Rights Act.

#### **ARTICLE 6 - PLANT VISITATION**

- 6.1 Where the properly authorized business agent of the Union wishes to visit the premises of the Company, he shall do so only during normal working hours after having obtained the permission of the facility manager or his designate prior to making such a visit. Such permission will not be unreasonably withheld. Normal working hours shall be those hours when a manager is on duty. The business agent shall announce his presence to the manager on duty and shall be subject to all security rules of the Company while on the premises. The Union covenants and agrees that the business agent will not interfere with the duties and productivity of employees while on the Company's premises.

**ARTICLE 7 - REPRESENTATION**

7.1 The Company acknowledges the right of the Union to appoint or otherwise select one (1) shop steward from amongst the driver classification and one (1) steward from amongst employees at the transfer station and one (1) alternate steward from amongst employees in the bargaining unit, who have completed their probationary period.

One (1) of the above stewards will be appointed Chief Steward.

7.2 For the purpose of this Agreement, a steward, together with the officers of the union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility for the purpose of insuring that this Agreement is faithfully carried out.

7.3 The steward has regular duties to perform on behalf of the Company and he shall not leave his duties to attend to any Union business or to discuss any grievances without the express consent of the Supervisor or his delegate. Such consent will not be unreasonably withheld. Where such consent has been granted, the steward upon resuming his regular duties will report to his immediate superior or his delegate. In accordance with this understanding, the Company agrees to compensate a steward for his regular scheduled work time spent in servicing grievances of employees, up to but excluding arbitration.

- 7.4 The Union will inform the Company in writing of the identity of the chief steward. The Company shall not be obliged to recognize such personnel until it has been so informed.
- 7.5 The Union shall notify the Company, in writing, of any changes in personnel of the Union executive before the Company shall be required to recognize them.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.1 The grievance procedures herein prodded for are amongst the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure, as herein set forth, shall serve as and constitute the sole and exclusive means to be used by the griever for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in the Agreement, it shall be considered as including the arbitration procedure.
- 8.2 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

- 8.3** It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his supervisor on duty an opportunity to adjust his complaint.

The employee shall discuss his complaint with the supervisor on duty within three (3) working days after the time circumstances upon which the grievance is based were known or should have been known by the griever. The supervisor shall give an oral answer to the griever within three (3) working days.

**Step #1**

Where a proper grievance is not settled at the verbal stage, the grievance shall be reduced in writing and presented to the immediate supervisor within three (3) working days. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated and the relief requested and shall be signed by the employee and countersigned by the Steward. A meeting will be held within three (3) working days between the Supervisor or his delegate, the employee concerned and the Steward. The decision of the Supervisor or his delegate shall be delivered to the Union in writing within three (3) working days after such meeting.

**Step #2**

Failing satisfactory settlement at Step #1, the Union may, within three (3) working days, request a third meeting to be held with the manager. Such meeting to be held within five (5) working days following receipt of the

Union's request. The manager will provide the Union with a written decision within three (3) working days after such meeting.

**Step #3**

Failing satisfactory settlement at Step #2, the Union may, within five (5) working days, request in writing a fourth meeting to be held with the Union staff representative and the manager or his delegate. It is understood that the manager or his delegate shall have such assistance as he may desire at the meeting.

Such meeting to be held within fifteen (15) working days following receipt of the Union's written request. The manager will provide the Union with a written decision within three (3) working days following the meeting. Should a mutually satisfactory conclusion not be reached through the foregoing steps of the grievance procedure, the Union may, within ten (10) working days from the third step decision but not thereafter, refer the matter to a Board of Arbitration, as provided in Article 9.0 hereof.

- 8.4** In the case of a Union policy grievance, such grievance may be submitted to the manager in writing within three (3) working days of the circumstances giving rise to the grievance, and shall commence with Step #3 under the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.

- 8.5** a) A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance as required in Step #1 of the Grievance Procedure is lodged with the management within three (3) working days of his discharge. **All** preliminary steps of the grievance procedure prior to Step #3 will be omitted in such cases.
- b) Such grievances may be settled by confirming the Company's action, or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.
- 8.6** A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement, shall not again be made the subject matter of a complaint or grievance.
- 8.7** The time limits and other procedural requirements set out in Article 8 are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a 'complete waiver and abandonment of the grievance by the griever. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits shall be deemed to be abandoned.

**ARTICLE 9 - ARBITRATION**

9.1 Failing settlement under the foregoing procedure of any grievance between the parties, such grievances may be submitted to arbitration, as set forth in clause 9.3. If no written request for arbitration is received within ten (10) working days after the decision under Step #3 is given, it shall be deemed to have been settled and not eligible for arbitration.

9.2 Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits provided in the grievance procedure shall be deemed to have been abandoned, the time limits set forth in Article 8.0 and 9.0 of this Agreement, being mandatory and not merely directory.

No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure, such procedure being mandatory and not merely directory. Where no answer is given within the time limits specified in the grievance procedure, the griever shall be entitled to submit the grievance to the next step of the grievance procedure.

9.3 If the Company or the Union requests that a grievance as above provided be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint their nominee. Within fifteen (15) working days thereafter the other party shall appoint their nominee and notify the other party. The two (2) nominees so nominated shall, within fifteen

(15) working days thereafter shall appoint their nominee and notify the other party. The two (2) nominees so nominated shall, within fifteen (15) working days of the nomination of the latter of them, attempt to settle by agreement the selection of the third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, either nominee may then request that the Minister of Labour for Canada assist them in the appointment of a chairperson. In the event of default by either party in nominating their representative to the Arbitration Board, the other party may apply to the Minister of Labour for Canada, who shall have power to effect such appointment.

Upon mutual agreement, the parties may elect to arbitrate an issue using a sole arbitrator. The sole arbitrator shall be mutually agreed upon by the parties and have the same power as a Board of Arbitration as herein provided.

- 9.4** No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.
- 9.5**
- a)** Arbitration Board shall not have jurisdiction to amend nor add to any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement.
  - b)** In the event that a grievance is submitted to arbitration on which the Arbitration Board has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.



- 9.6** Each of the parties hereto will bear the fee and expenses of the nominee appointed by them and the parties will share equally in the fees and expenses of the chairperson of the Arbitration Board.
- 9.7** The time limits fixed in both the grievance and arbitration procedures may be extended by mutual written consent of the parties to this Agreement.
- 9.8** No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 8.3. An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustments will be reduced by any employment income received by the griever for the period applicable.
- 9.9** The arbitration award shall be binding on the parties to this Agreement and any employee involved.
- 9.10** The Arbitration Board shall be empowered and obliged to consider all explanations and evidence pertaining to a disciplinary grievance, including explanations and evidence in support of the discipline, notwithstanding that such explanation or evidence might concern grounds for discipline which were not raised prior to the hearing.

However, the Union must be advised of all disciplinary action as per Article 10.0 of the Collective Agreement.

**ARTICLE 10 - DISCIPLINE**

- 10.1 During each employee's probationary period, the Company has the right to alter the status of such employee without recourse on the part of the employee or the Union, and any such alteration shall not be made the subject of a grievance.
- 10.2 An employee with seniority covered by this Agreement, when called into the Company's office for a discussion which may result in a disciplinary action may, upon his request, be accompanied by a steward. It is the employee's responsibility to request the steward to be present. This clause shall not apply where the steward is not available when the employee is called into the Company office.
- 10.3 Copies of all written disciplinary correspondence shall be given to the employee involved and the Union Steward.
- 10.4 All disciplinary correspondence, including but not limited to suspension, shall not be referred to after a period of twelve (12) months, from the date of issuance of such discipline, and thereafter any such correspondence shall not be relied upon by either party excepting as may be necessary for processing and handling of complaints or charges filed outside this Agreement.

**ARTICLE 11 - NO STRIKES or LOCKOUTS**

- 11.1 Neither the Union or any employee shall take part in or call or encourage any strike, picketing, sit-down, slow-down, or any

suspension of, or stoppage of, or interference with work or production against the Company which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, nor shall the Company engage in any lockout during the term of this Agreement.

**11.2** The word "strike" and the word "lockout" as used in Article 1.5 and 11.1 shall have the same meaning given to those words in the Canada Labour Code, Part 1, Section 3.(1).

**11.3** It will not be considered a violation of the Agreement if an employee declines to cross a picket line which has been established as a result of a lawful strike as defined in Article 11.2 against customer or potential customer of the Company. Notwithstanding the foregoing, since some services provided by the Company are considered essential in that a health or environmental hazard may exist at a site which requires the Company's immediate response, the Union agrees to approach the Union engaged in such picketing to obtain its consent to allow employees access to cross the picket line and perform their assigned duties. Such employee shall first advise his manager and such refusal should only be to avoid physical harm.

## **ARTICLE 12 - SENIORITY**

**12.1** Every employee hired by the Company hereafter shall serve a probationary period of sixty (60) days worked at the wage stipulated in this Agreement for his particular classification and shall be required to pay Union dues after

successful completion of the probationary period. During this probationary period, new employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

The employment of such new employee may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, if satisfactory, he shall be come a permanent employee and shall be paid at the rate of his classification. His seniority shall commence from the effective date of his appointment to the probationary staff.

- a) The Company shall prepare a seniority list.
- b) The Company shall post a copy of this list and deliver a copy to the Union hall. This list shall be updated every six (6) months. At any time during regular office hours, seniority information shall be available to the Union steward on application to the supervisor.

**12.2** An employee shall lose all seniority and his employment shall be deemed to have been terminated if he:

- a) voluntarily quits the employ of the Company;
- b) is discharged and not reinstated through the grievance procedure;
- c) is laid off for a period equal to the lesser of his period of seniority or twelve (12) months;

- d) fails to return to work upon termination of authorized leave of absence unless prior arrangements acceptable to the Company have been made for an extension of such leave;
- e) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f) fails to return to work within seven (7) calendar days after being recalled from extended lay-off by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice;
- g) fails to report to work for three (3) consecutive working days without a reason acceptable to the Company. This clause shall not be interpreted as condoning any absence without permission;
- h) refuses to consent to a Company-requested scheduled physical examination.

- 12.3** It shall be the duty of employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach such employee.
- 12.4** An employee promoted to a position beyond the scope of this Agreement will retain the seniority he had at the time of such promotion, but will continue to accumulate seniority.
- 12.5** A person who is rehired after losing his seniority will, at the discretion of the Company, be a probationary employee.

- 12.6 a)** In filling permanent job vacancies, the following factors will be considered:
- a) seniority;
  - b) skill and qualifications;
  - c) job performance and reliability

Where between employees the factors in b) and c) are relatively equal, in the discretion of the Company, the senior qualified employee will be selected. The Company will not exercise its discretion in an arbitrary or discriminatory manner.

An employee will only be permitted to apply for and be accepted on one (1) posting in a twelve (12) month period. Should the employee be successful in the posting, it must result in the employee moving to a higher wage group or a lateral transfer.

It is understood that the position of Lead Hand will be filled at the sole discretion of the Company.

- b)** The Company agrees to post permanent job vacancies in the facility in which the vacancy occurs for five (5) days. During the posted period, the Company may temporarily fill the job as it deems proper. Selection shall be made in accordance with the provisions of Article 12.6 above. Employees interested in the vacancy must make application during the posting period.

Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy. If there are no suitable applications, the Company may fill the vacancy from any source.

- c) The posted vacancy shall contain the minimum qualifications required of applicants to be successful for the posting.

12.7 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, 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 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.

12.8 In the event of a lay-off, the chief steward, during his term of office, shall be the last employee laid off and the first recalled, provided he has the skill, ability, physical fitness and qualifications to perform the available work.

### **ARTICLE 13 - REPORTING and CALL-IN ALLOWANCE**

#### **13.1 Reporting Allowance**

An employee who properly reports for work as scheduled, or as directed, unless he has been notified in advance by the end of his previous regular shift not to report, will receive at least four (4) hours at his straight time hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power

or other utility breakdown, inclement weather, or any other causes, without limitation, beyond the control of the Company. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but not more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Company informed of his correct address and telephone number and the Company will not be liable for any payment unless such arrangements have been made.

### **13.2 Call-In Allowance**

If an employee is called in by the Company on less than eight (8) hours notice for the performance of any work in addition to his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at his straight time rate, or the applicable overtime rate for actual hours worked, whichever is the greater. If, however, such unscheduled work forms a continuous period with this regularly scheduled working hours, no minimum shall apply.

## **ARTICLE 14 - HOURS of WORK and OVERTIME**

**14.1** The provisions of this Article are for the purpose of computing hours of work and should not be construed to be a guarantee of, or limitation upon, the hours of work to be done per day, or per week or otherwise, or a guarantee of work schedules. The Company reserves the right to establish the starting and quitting time of employees at its discretion.



14.2 The work week shall consist of seven (7) consecutive days. The Company will provide employees with two (2) weeks notice prior to implementing a change to the work week schedules.

14.3 Employees shall perform such hours of work as considered necessary by the Company, subject to Clause 14.4. The Company will attempt to equalize the opportunity for overtime work amongst those employees who normally perform the work.

14.4 a) **Driver Classifications**

All hours worked in excess of ten (10) hours per day shall be paid at the rate of one and one half (1.5) times the employee's regular hourly rate.

Drivers working on mileage rate, or a combination of mileage and hourly rate, shall be paid the mileage rate plus one half (1/2) the applicable hourly rate for all hours worked in excess of ten (10) hours per day.

b) **Non-driver Classifications**

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate.

14.5 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.

14.6 Employees shall be allowed at least one-half (1/2) hour unpaid lunch break. (Excludes drivers when away from the facility.)

- 14.7**     **a)** Employees shall receive a ten (10) minute rest period during the first half of their scheduled shift and a ten (10) minute rest period during the second half of the scheduled shift.
- b)** The lunch break and rest periods will be at times designated **by** the supervisor and will be organized in such a fashion to provide for continuous operation of the facility.

**14.8**     Where an employee requests and obtains approval from his supervisor for an exchange of regular working hours with another employee; such hours worked by the employee so requesting will be paid at this straight time hourly rate.

**14.9**     Employees shall be at their respective work places at the designated starting times and shall remain at their work places until their scheduled replacements arrive and until expressed permission to leave has been given by the supervisor.

**14.10**    **A** shift premium of fifty-five (55) cents per hour will be paid to employees who perform work on a recognized afternoon shift and seventy-five (75) cents per hour to employees who perform work on a recognized night shift.

Effective January 1<sup>st</sup>, 2005, the afternoon shift allowance will be increased to sixty (60) cents per hour and the night shift premium will be increased to eighty (80) cents per hour.

Employees receiving overtime shall not receive shift premium for such hours worked.

**14.11** All employees shall be granted a ten (10) minute wash-up prior to the end of the working day.

**14.12** Employees required to lay-over, except when an employee has exceeded the hour of service as defined in the Highway Traffic Act or through Company policy, shall be paid ten (10) hours at their straight-time hourly rate.

**14.13** Effective the date of ratification, the company agrees to pay a meal allowance of eleven dollars and fifty cents (\$11.50) to an employee who is required to work more than ten (10) hours on his regular day of work. Effective January 1<sup>st</sup>, 2004, the meal allowance will increase to twelve dollars and fifty cents (\$12.50).

Employees not scheduled by the Company to work overtime prior to the end of their shift on the prior day, or who are called into work who were not provided with at least two (2) hours prior notice shall receive payment.

Employees receiving a travel advance will not be eligible for payment.

**ARTICLE 15 - VACATION PAY**

**15.1** The vacation year shall mean the year from January 1<sup>st</sup> to December 31<sup>st</sup>.

**15.2** Employees shall be entitled to an annual vacation in accordance with the following schedule.

- a) An employee who has completed at least one (1) year of service shall be entitled to two (2) weeks of vacation.

- b) An employee who has completed at least five (5) years of service prior to July 1st of the vacation year shall be entitled to three (3) weeks of vacation.
- c) An employee who has completed at least ten (10) years of service prior to July 1st of the vacation year shall be entitled to four (4) weeks of vacation.

**15.3** Vacation pay to which an employee is entitled will be two (2) per cent of wages earned, as of May 31st of the vacation year for each week of vacation as set out in Clause 15.2 above.

**15.4** An employee must take his vacation annually, between January 1st and December 31st of each year. It cannot be accumulated.

**15.5** The Company will schedule vacations and will consider an employee's wishes based on his seniority; however, the efficient operation of the Company's business will be the controlling factor. By January 15<sup>th</sup> of each year, the Company will post a list on which an employee can indicate his vacation preference. The list will be removed on March 1st and, following any required revisions, will be re-posted. Such allocation of vacation time shall be determined by the needs of the Company, but where in the Company's discretion its needs can be equally served by two (2) employees, the preference of the more senior employee shall apply.

An employee may take up to two (2) consecutive weeks of vacation. A third consecutive week of vacation may be taken where in the opinion of the Company it is practicable to do so.

- 15.6** Accrued vacation pay to which employees are entitled will be paid the first pay day in December and June.
- 15.7** If an employee's employment is terminated for any reason whatsoever, he will be paid unused vacation pay accrued to his credit in accordance with the Canada Labour Code.

#### **ARTICLE 16 - STATUTORY HOLIDAYS**

- 16.1** The following days shall be recognized as statutory holidays and employees who have acquired seniority will be paid for these holidays at the employee's regular straight time hourly rate.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	* Floater Day

*\* The floating holiday to be arranged through mutual agreement between the Company and the employee. If no agreement is reached, the Company shall schedule the floating holiday.*

- 16.2** An employee shall not be paid for any holiday, if:
- a) he does not work on such holiday when he has been scheduled to do so, or
  - b) he has been absent on his scheduled working day immediately preceding or succeeding such holiday, without reasonable cause acceptable to the Company, or

- c) he has not been employed by the Company for the period specified in Clause 12.1, or
- d) he has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a holiday, or
- e) the holiday occurs while he is on leave of absence.

**16.3** An employee who is scheduled to work on the day of observance of one of the statutory holidays, and who works on such statutory holiday, shall receive, in addition to the holiday pay provided in section 16.1, pay at the rate of time and one-half (1 1/2) his regular hourly wage rate for all hours worked on the statutory holiday.

A driver working on a mileage rate, or a combination of mileage and hourly rates, who is scheduled to work on the day of observance of one of the statutory holidays, and who works on such statutory holiday, shall receive, in addition to the holiday pay provided in Section 16.1, their regular mileage rate plus one-half (1/2) of the regular hourly rate for all hours worked on the statutory holiday.

## **ARTICLE 17 - BENEFITS**

**17.1** The Company will make provisions to provide the following benefits to eligible employees:

- Basic Life Insurance
- Accidental Death and Dismemberment
- Optional Life (Employee-paid)
- Weekly Indemnity
- Long Term Disability
- Hospitalization/Major Medical Plan
- Dental Care Plan

The premiums will be Company-paid (except for Optional Life).

The Company agrees to provide all employees with benefit booklets within one (1) month of ratification of this Agreement.

The Company agrees to provide out-of-country benefit cards to drivers required to go to U.S.

**17.2** To be eligible for payment of the above Health and Welfare Plan an employee must:

- a) have attained seniority
- b) have worked one (1) day in the month
- c) have not been absent from work due to sickness or injury for a period longer than six (6) months.

**17.3** The employer agrees to continue its contribution for such welfare coverage to employees absent due to injuries under Worker's Compensation up to a period of six (6) months from the time of injury.

**17.4** The Union acknowledges the employment insurance reductions allowed to the Company by virtue of the existence of a sick leave plan shall be retained by the Company for the provision of the benefits described in this Article.

**17.5** The short term disability rates shall be sixty (60) per cent of the employee's regular weekly earnings up to the E.I. maximum.

**17.6** **Retirement Vehicle**

The Company agrees to establish a Group Retirement Savings Plan.

Safety-Kleen will match half the employee's contribution up to a maximum of two per cent (2%) of base hourly rate. All contributions in the GRRSP, both employee and employer contributions are vested immediately for all current employees as of July 1, 1995.

All new employees hired after July 1, 1995 will need to be employed *for* one continuous year before being eligible to participate in the GRRSP. Employer contributions will be vested after two (2) years of participation in the plan for such new employees.

A summary description of the plan will be made available to employees upon request.

#### **ARTICLE 18 - BEREAVEMENT LEAVE**

18.1 An employee who has completed his probationary period and who suffers a death in his immediate family shall be granted up to three (3) consecutive days leave of absence with pay, provided that bereavement days fall on regularly scheduled work days of the employee and provided the Company is satisfied that a loss has occurred. "Immediate family" for the purpose of this article shall mean mother, father, wife, husband, common-law spouse (as defined by law), son, daughter, current step-children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law.

In accordance with the above, in the case of death of a grandparent, the employee will be granted one (1) day with pay to attend the funeral.



Pay for bereavement days shall be based on eight (8) hours per day at the employee's regular straight time hourly rate.

An employee will not receive any bereavement leave pay when it duplicates pay received for any other reason or if the employee has an unpaid Leave of Absence or is on lay-off.

#### **ARTICLE 19 - BULLETIN BOARDS**

- 19.1 The Company agrees to the posting of Union notices on a bulletin board. Such notices shall relate to appointments, Union meetings, Union elections, Union conventions, Union social and recreational affairs, provided that such notices shall be submitted to management for approval before being posted. There shall be no distribution or posting by employees of pamphlets, advertising or political matters on the Company's premises.

#### **ARTICLE 20 - HEALTH & SAFETY**

- 20.1 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment. The Union will co-operate with the Company in maintaining and promoting safe working practices.
- 20.2 If an employee meets with an industrial accident after starting work which incapacitates him from carrying out his duties, and is sent home by the attending physician, he shall be paid for the unworked portion of his shift at his straight time rate of pay exclusive of premiums, provided he is not receiving

compensation pay for that day, and the Company shall supply his transportation to a hospital or doctor and thence to his residence, if, in the opinion of the Company, it is required.

- 20.3**
- a)** The Company will provide proper safety glasses and hearing protection for all employees and will cover the cost associated with the tinting of non-prescription safety glasses and light-sensitive glasses for those employees required to wear prescription safety glasses. Failure to use all safety equipment as provided shall be cause for discipline up to and including discharge, as per Company rules and regulations.
  - b)** Effective the date of ratification, the Company will provide each employee with an allowance of one hundred and fifty dollars (\$150.00) towards the cost of safety boots each year, upon the presentation by the employee of a receipt. Effective January 1<sup>st</sup>, 2005, the safety boot allowance will be increased to one hundred and seventy-five dollars (\$175.00). The safety footwear must meet the C.S.A. green patch standards for safety shoes.

Note: For purposes of the administration of this clause regarding employees required to wear safety boots with metatarsal guards, the letter dated December 7<sup>th</sup>, 1999, will be amended to provide an allowance of one hundred and ninety dollars (\$190.00) effective upon ratification. This allowance will be increased to two hundred and fifteen dollars (\$215.00) effective January 1<sup>st</sup>, 2004.

- 20.4** Any medical examination required by the Employer shall be promptly complied with by all employees; provided, however, that the Employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if, in their opinion, they feel an injustice has been done any employee, have such employee re-examined at the Union's expense.
- 20.5** When a **medical examination** is required by the Company, the following conditions shall apply:
- a) if an employee takes a medical examination during working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination:
  - b) if the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.
  - c) In all cases, the employee's physician shall receive a copy of the medical report, if requested.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.1** The Company shall grant a leave of absence, without pay or benefits for legitimate personal reasons, including a leave of absence if called up for active military service, on one (1) month's advance written request to the Manager, stating the reason(s) for the request

and the proposed duration. Such advance written request may be waived in the case of emergencies.

- 21.2** Subject to the requirements of the business, the Company will grant a leave of absence, without pay, to an employee who has completed at least one (1) year of continuous service, for the purpose of attending a Union convention or conference. A notice in writing shall be provided to the Company outlining the purpose of such leave and its proposed duration.

## **ARTICLE 22 - WAGES**

- 22.1** The Company shall pay wage rates, in accordance with Appendix "A" attached hereto and forming part of this Agreement.

During the term of this Agreement, if the Company establishes any additional positions or job classifications that are not specified in Appendix "A" and come within the scope of this Collective Agreement, the Company shall then establish rates for such positions or classifications and will advise the Union of such rates prior to their implementation. Nothing herein shall prevent an employee from going through the grievance procedure to dispute the new rate.

- 22.2** If an employee is temporarily assigned to a job with a rate of pay greater than the employee's regular rate of pay, he shall receive the greater rate of pay, if he is fully trained and qualified to do the job. If he is not fully trained and qualified to do the job, he shall receive the applicable training rate.

**22.3** The Company will pay no more than one (1) representative of the employees to a maximum of six (6) days for time spent by the employee in negotiations with the Company to renew the Collective Agreement.

**22.4** Mileage Rate

For purposes of this agreement, the mileage rate of pay will apply to all tours of duty which have an expected return trip distance estimated to be greater than 400 kilometres. Included in the time reimbursed by the mileage rate will be all hours spent by the driver, with the following exceptions, which will be reimbursed, at the regular hourly rate.

a) Loading and Unloading Activities

(These activities are deemed to include all sampling times, manifest preparations, weighing, etc., which are an integral part of the afore-mentioned process.) Payment for loading will begin at the scheduled loading time only; drivers who arrive early will not be reimbursed unless it can be demonstrated that loading began upon arrival at the customer. Loading delays caused by late arrivals will also not be reimbursed, unless the lateness is due to circumstances beyond driver control.

b) All hours beyond a total of 1.5 hours per tour of duty, or per 24 hour period if the tour of duty exceeds one day, spent performing the following activities or as a result of the mentioned events.

1. Vehicle or Equipment Preparation
2. Pre- and Post-trip Inspections
3. Minor Mechanical Breakdowns

4. incidental Weather SOPS (greater than 15 minutes)
5. Fuelling Vehicles
6. End of Day Duties (*e.g., paperwork, discussions with supervisors, etc.*)
7. Customs and Brokerage Delays
8. Other Non-Road Delays
9. Two 10-minute Rest Periods.

**22.5**     Determination of Mileage

Mileage shall be determined on the basis of the relevant provincial or state mileage tables, from junction point to junction point, plus the actual mileage within the trip distance before and beyond. When there are run distances which are in continuous dispute as to the proper distance, these runs shall be clocked for distance by a representative of the Union and a representative of the Company.

**ARTICLE 23 - GENERAL**

- 23.1**     The Company shall grant a leave of absence to an employee who is required to serve on jury duty or as a Crown Witness. The Company will **pay such** an employee the difference between his normal straight time hourly earnings for days he would have worked and the payment he receives for jury service or Crown Witness fees, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.
- 23.2**     Wherever the masculine gender is used throughout this Agreement, it is understood to include both male and female genders.

23.3 **Coveralls** - The Company will supply and maintain two (2) pair of insulated coveralls to all bargaining unit employees as required, with no cost to the employees.

**ARTICLE 24 - DURATION**

24.1 This Agreement shall continue in full force and effect from January 1, 2002 until December 31, 2005, and from year to year thereafter, unless either party gives notice to the other not less than thirty (30) days and not more than ninety (90) days prior to the expiry date thereof, of the party's intention to terminate this Agreement or to negotiate revisions thereto.

24.2 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. Both parties shall thereupon enter into such negotiations in good faith, and make every reasonable effort to consummate a revised or renewed Agreement.

Signed this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_ in Halton.

**For the Company**

**For the Union**

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

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

## APPENDIX " A

### WAGES & CLASSIFICATIONS

	<u>Date of Ratification</u>	<u>Effective Jan 1/03</u>
Mechanic "A"	\$ 21.86	\$ 22.36
Maintenance "B"	\$ 17.25	\$ 17.75
Labourer	\$ 15.25	\$ 15.75
Driver "A"	\$ 20.87	\$ 21.37
Driver "B"	\$ 19.63	\$ 20.13
Technologist/ Driver "A"	\$ 21.07	\$ 21.57
Technologist/ Driver "B"	\$ 19.83	\$ 20.33
Field Services Driver	\$ 19.63	\$ 20.13
Yardman/Driver	\$ 19.25	\$ 19.75
Recycler/Helper	\$ 12.25	\$ 12.75
Lead Hand	\$ 17.14	\$ 17.64
Mileage Rate ( <i>per mile</i> )	\$ 0.485	\$ 0.495
Km Rate	\$ 0.306	\$ 0.312

.....

	<u>Effective Jan 1/04</u>	<u>Effective Jan 1/05</u>
Mechanic "A"	\$ 22.81	\$ 23.26
Maintenance "B"	\$ 18.20	\$ 18.65
Labourer	\$ 16.20	\$ 16.65
Driver "A"	\$ 21.82	\$ 22.27
Driver "B"	\$ 20.58	\$ 21.03
Technologist/ Driver "A"	\$ 22.02	\$ 22.47
Technologist/ Driver "B"	\$ 20.78	\$ 21.23
Field Services Driver	\$ 20.58	\$ 21.03
Yardman/Driver	\$ 20.20	\$ 20.65
Recycler/Helper	\$ 13.20	\$ 13.65
Lead Hand	\$ 18.09	\$ 18.54
Mileage Rate ( <i>per mile</i> )	\$ 0.505	\$ 0.515
Km Rate	\$ 0.318	\$ 0.324

.....



- A. The **probationary rate** shall be \$2.00 below the regular classification rate.
- B. **Training** will be compensated at the employee's regular base hourly rate for time spent in training as required by the Company.
- C. An **"A" License** is required for Driver "A" and Technologist/Driver "A" classifications.  
A **"D" License** is required for Driver "B" and Technologist/Driver "B" classification.
- D. The **Lead Hand** classification to be appointed by the Company.
- E. **Apprentice Rate:** (expressed as percentage of Mechanic "A" rate)
- |                   |       |
|-------------------|-------|
| First 2000 hours  | - 70% |
| Second 2000 hours | - 80% |
| Third 2000 hours  | - 90% |
| Fourth 2000 hours | - 95% |
- F. **Tool Allowance:** Effective upon ratification, Mechanic "A" classification employees will be granted an annual tool allowance of \$350.00 for tools that the Company requires "on-the-job" and for which receipts are provided. Effective January 1<sup>st</sup>, 2005, the tool allowance will increase to \$450.00 per year. The first annual reimbursement will be for the twelve (12) month period ending July, 2002, payable in August, 2002.

## **APPENDIX "B"**

### **DISPATCH PROCEDURES**

#### **A. REGULAR DAILY DISPATCH PROCEDURE - HALTON**

1. The dispatch list will be started at 4:00 p.m. and be completed by 4:30 p.m. The dispatch for Tuesday, Wednesday, Thursday, Friday, will be done at 4:00 p.m. and completed by 4:30 the day previous. Saturday, Sunday, Monday dispatch will be done at 4:00 p.m. Friday and completed by 4:30.
  
2. Drivers will be dispatched to a job assignment according to, in order:
  - Drivers Seniority
  - Drivers available hours for that day
  - Hours estimated for the job
  - Hours off duty (*Note: hours required off duty before book-in time have now been increased to 10 hours*)
  - Specific job qualifications
  - For job assignments which are estimated less than eight (**8**) hours work, the senior man will be given the earliest start time (*except for Drum M/R's*).
  
3. Any job requests received after 4:00 p.m. will not be available for these drivers already dispatched, but will be dispatched with next driver not booked out.
 

Exceptions:

  - i. Drivers available hours
  - ii. Hours off duty.
  - iii. Specific qualifications

If all drivers are dispatched and a job request is received from a Safety-Kleen "**Preferred Customer**", dispatch may be changed only for the driver whose original dispatch is decided by management to be put on hold, to be able to service the "**Preferred Customer**".

4. Any cancelled loads (after 4:00 p.m. regardless of the reason for cancellation) will see the driver go to the top of any non-dispatched drivers **list** of seniority.
5. Dispatch will be final under the conditions of which it is offered (small delays in starting times, etc., will not be considered as change in conditions).
6.
  - i) Drivers requesting to have the day off, if the request is granted, are not considered available until the next day's dispatch at 4:00 p.m. and will be expected to call for his dispatch / start time for the next day.
  - ii) Drivers who have booked off (sick) will not be considered available for the next day's dispatch at 4:00 p.m. unless he has called **dispatch** by 1:00 p.m. informing us of his availability.
7.
  - i) A driver who has left work before completion of his dispatching (at 4:30 p.m.) will be expected to call for his dispatch (start time) for the next day.
  - ii) Drivers who are **still** working when dispatch is completed will check the Book-Out sheet for their start time the next day.

8. Same day call-in, drivers not booked in yet will be called by seniority. No messages will be left on answering machines. If dispatch contacts wives, etc., and it is determined you will be right back, dispatch will wait 1/4 an hour for a return call. Otherwise, the next man in seniority will be called.
9. The Company agrees that it will not act unreasonably in denying a request of a senior driver to occasionally move to the position of the last man to be dispatched.

**B. WEEKEND/STATUTORY HOLIDAY DISPATCH PROCEDURE - HALTON**

**Note:** Any driver(s) assigned to a Tuesday through Sunday work schedule, will be dispatched out first on Saturday work, with balance being dispatched as per this procedure.

1. All weekend and statutory holiday work will be made available to a list of volunteer drivers, this will be on a rotational system.
2. The purpose of the Rotational System is to give each driver an equal opportunity to work weekends, statutory holidays.
3. To qualify for this type of work, a driver must notify the Driver Supervisor in writing, of his desire to be available weekend, statutory holiday dispatch by Wednesday preceding the weekend and/or Statutory Holiday.
4. Drivers who have advised in writing their intention to work, will be expected to work.

5. The number of drivers required for weekend and statutory holiday call-in or standby will be made available to the list of volunteer drivers who have complied with #3 above.
6. In the event that there are no volunteer drivers available, the junior driver(s) available from that work force may be assigned to the job(s).
7. Weekend and Statutory Holiday Dispatch will then be done in accordance with Regular Dispatch Procedure.
8. The seniority of drivers for the Weekend/ Statutory Holiday dispatch will now begin with the "next man" (in turn) who did not work the previous Weekend/ Statutory Holiday.
9. Where dispatching is required prior to Thursday, which would include, possibly the weekend to complete the job, this would be done on regular daily dispatching not Weekend/Statutory Holiday Dispatching.

September , 1998/2002

Mr. Tyler Kernaghan  
Business Representative  
Teamsters Local 879

SUBJECT: **LETTER OF UNDERSTANDING**

Dear Mr. Kernaghan:

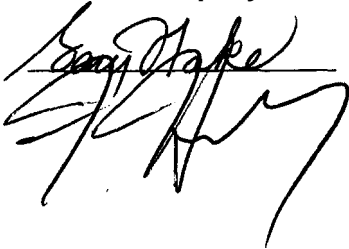
The parties agree that supervisors and/or non-bargaining unit personnel shall not perform work normally performed by bargaining unit personnel, except in the case of training, experimental situations, emergency or circumstances when no bargaining unit employees are available to perform such work.

The current practice of the supervisor working in the vehicle maintenance shop shall continue, subject to:

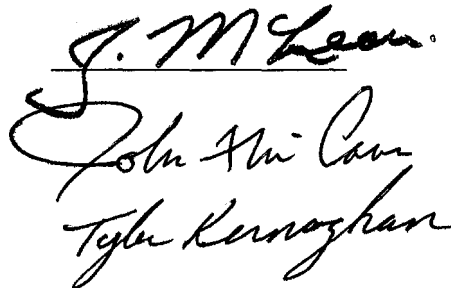
- 1) When the work load is sufficient to require another fulltime bargaining unit employee to be hired, such will be hired. **This** shall be the sole discretion of the Company and such increased workload will not be as a result of the absence of a bargaining unit employee who normally performs the work.
- 2) It will not result in the lay-off or prolong the lay-off of a bargaining unit employee, nor would it result in a weekly shortage of hours of work.
- 3) It will not result in the supervisor performing overtime assignments when qualified bargaining unit employees are willing and available for work.

Signed this 18 day of APRIL 20 02 in Halton.

**For the Company:**



**For the Union:**

  
Tyler Kernaghan

September ,1998/2002

Mr. Tyler Kernaghan  
Business Representative  
Teamsters Local 879

SUBJECT: LETTER OF UNDERSTANDING

Dear Mr. Kernaghan:

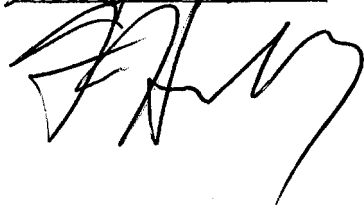
This will confirm our understanding with regard to reimbursing employees against reasonable expense, when required to travel on Company business for one (1) night or more.

The Company agrees to provide the employee with an adequate cash advance and **fuel** credit card.

Employees will submit receipts against meals and accommodations expenses paid upon return from the trip.

Signed this 18 day of April 2002 in Halton.

For the Company:

Gary Flake  


For the Union:

J. M. Leon  
John Hillman  
Tyler Kernaghan

August , 1998/2002

Mr. Tyler Kernaghan  
Business Representative  
Teamsters Local No. 879

Subject: **LETTER OF UNDERSTANDING**

Dear Mr. Kernaghan:

The following is to confirm various understandings reached during recent negotiations for the renewal collective agreement at our Halton facility.

1. **Group Benefits RRSP**  
The benefits as outlined under clause 17.1 will be the same as those provided for in the Collective Agreement which expired December 31<sup>st</sup>, 1997.
2. **Statutory Holiday Pay**  
The Company agrees to continue the past practice of paying nine (9) hours pay for each statutory holiday at the employee's regular straight time hourly rate. In the driver classification, whose regular non-overtime work day is ten (10) hours. The Company agrees to pay ten (10) hours pay for each statutory holiday at the employee's regular straight time hourly rate provided the employee qualifies for such statutory holiday pay.
3. **"Beeper" Allowance**  
The Company agrees to pay \$20.00 per week to each employee who is required to carry a beeper when not at work as part of their regular duties and responsibilities.



**4. Per Diem Allowance**

(For employees who are required to travel on an overnight dispatch.)

- (a) Employees providing receipts will be compensated up to \$40.00 per day meal allowance for each full day away. In the event no receipts are provided, employees will be compensated \$30.00 per day.
- (b) Employees to be compensated for partial days away, based on up to \$8.00 for breakfast, \$12.00 for lunch and \$20.00 for supper.
- (c) Employees to furnish cash register receipts for reimbursement, except as provided in (a) above.
- (d) The above per diem allowances will be paid in U.S. funds when employees are required to travel on Company business in the United States.

**5. Sleeper (Two Driver) Operations**

The Company agrees to pay a bonus of 10% based on total hours worked or miles travelled for both drivers (excluding layover) to be divided equally between both drivers.

**6. Tool Replacement**

The Company agrees to establish a procedure for maintenance employees, for the replacement of broken or stolen tools, if such tools are required by the Company in the performance of their duties.

**7. Subcontracting**

The Company agrees that it will not subcontract bargaining unit work if such subcontracting would have the direct effect of the permanent lay-off of any current bargaining unit employee.

**8. Soap and Water**

The company agrees to install a soap dispenser in each shower and to continue the present practice with respect to drinking water.

Signed this 18 day of April  
2002.

**For Safety-Kleen Ltd.:**

**For the Union:**

Gary Blake  
[Signature]  
[Signature]

J. M. Leam  
John Finnan  
Tyler Keraghan