

# **Collective Agreement Between**

**Modern Landfill**

**and**

**Teamsters Local 879**

**Begins:  
03/01/2007**

**Terminates:  
02/28/2011 ■**

**13218 (02)**

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**Wages:**

## CHANGE OF ADDRESS

**Dear Brothers/Sisters:**

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt **is incorrect**, please let us know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N., Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231      or      1-800-528-8879

Your assistance in this matter would be appreciated.

## **ATTENTION**

### TEAMSTERS LOCAL 879 MEMBERS

**It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.**

#### Important WSIB Information All Members Should Know: How to Report an Incident and/or Accident

##### *“Steps to Follow in Case of Injury”*

1. **INCIDENT AND/OR ACCIDENT:** Report immediately to supervisor, (foreman) and union steward, If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY:** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool. The Board documents all incidents.

## **UNION DUES RECEIPTS**

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward.

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

## **MEMBER'S REMINDER**

### **APPLICATION FOR WITHDRAWAL**

Application for a withdrawal card must be filed with the Union office within ten(10) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

### **THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER.**

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason must re-apply for withdrawal.

Applications for Withdrawal are to be sent to:

TEAMSTERS LOCAL UNION NO. 879  
460 Parkdale Ave. N.  
Hamilton, Ontario L8H 5Y2  
Phone: (905) 547-3231  
Fax: (905) 545-4633

**TEAMSTERS LOCAL UNION NO. 879**

460 Parkdale Avenue N.  
Hamilton, Ont. L8H 5Y2  
Phone: (905) 547-3231

**NEGOTIATING COMMITTEE**

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Tyler Kernaghan  
Dale Abrams  
Blair Kenny  
Jim Huurman  
Jeff Seick  
James Crawford

**MODERN LANDFILL**

2025 Fruitbelt Parkway  
Niagara Falls, Ont. L2E 6S4  
ph: 905-262-6000

**COMPANY NEGOTIATORS**

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Brian Gogo  
Bill Morrison  
Carlo DiRienzo  
Dave Kyser

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# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**MODERN LANDFILL**

- and -

**TEAMSTERS LOCAL UNION NO. 879**

Affiliated with the  
International Brotherhood of Teamsters

## **ARTICLE 1 - INTENT AND PURPOSE**

1.1 The purpose of this agreement is to foster and maintain a relationship amongst the Company, the Union and the employees through collective bargaining which is in every respect conducive to their mutual well-being, the resolution of disputes, and the efficient operation of the Company's business.

This agreement is designed to establish harmonious and constructive relationships between the parties so that the efficient and uninterrupted operation of the Company's business will be possible. Both parties agree that they will exercise their rights under this agreement in a reasonable and responsible manner.

1.2 For the sake of simplicity, where the masculine term is used throughout this agreement it is understood to include both male and female genders.



- 1.3 It is agreed that neither party to this agreement will enter into any agreement or contract with bargaining unit employees which conflicts with the terms and provisions of this agreement.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.1 The Company recognizes the Union as the sole collective bargaining agent for all employees of Modern Landfill Inc., excluding supervisors, those above the rank of supervisor, office, clerical and sales staff, and dispatchers.

## **ARTICLE 3 - UNION SECURITY**

- 3.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this agreement as a condition of employment.
- 3.2 The Company shall deduct from every employee any dues, initiation fees, re-initiation fees, arrears of dues, or assessments levied by the Union on its members. Deductions shall be made, as directed from the Union, from each pay and shall be forwarded to the head office of the Local Union not later than the 15<sup>th</sup> day of the month following, accompanied by a list of the names, social insurance numbers and addresses of all employees from whose wages the deductions have been made. The Union shall advise the Company in writing as to the amount of the required deduction.

- 3.3 The Union will supply the Company with check-off forms and/or a pre-billing form. The Company, 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 dated and the Company 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.
- 3.4 The Union will supply the Company 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 Company 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.
- 3.5 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.
- 3.6 The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.
- 3.7 The Union shall indemnify and save harmless the Company against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken by the Company for the purpose of complying with the provisions of this Article.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 Except as otherwise specifically provided in this agreement, the Company has the exclusive right and discretion in selection and direction of the work force, including the right to hire, promote, transfer, demote, discipline, and discharge for just cause; to establish reasonable rules and penalties; to introduce new working methods, equipment, operations and facilities; and to expand, reduce, discontinue and control the operations of the Company.
- 4.2 The above clause shall not deprive the employees of the right to exercise the grievance procedure as outlined in this agreement.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.1 The Union agrees that during the life of this agreement neither the Union or any employee shall take part in or call or encourage any strike, picketing, slowdown or any suspension of or stoppage or interference with work or production, either complete or partial, which shall in any way affect the operations of the Company and there shall not be any sympathy strikes. The Company agrees that it will not engage in any lock-out of employees.
- 5.2 The parties acknowledge the importance of driver health and safety as well as the following principles regarding crossing legal picket lines:
- (a) protection of Company property
  - (b) service of Company customers
  - (c) efficient Company operation
- 5.3 The Union recognizes the right of the Company to protect its business and the property of its customers.

**ARTICLE 6 - REPRESENTATION**

- 6.1 The Company acknowledges the right of the Union to appoint a maximum of six (6) Stewards, at least one from each of the Niagara and Smithville yards, and the shop, inclusive of the chief Steward. The Union and the Company agree to discuss the requirements of additional Stewards if warranted by an increase in business.
- 6.2 a) Wherever possible, grievances will be processed during the normal working hours of the Steward. A Steward will receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. The Steward must obtain permission from his Supervisor before processing a grievance, which permission will not be unreasonably withheld.
- b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward will be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- c) The provisions as outlined in section 6.2 b) are not subject to the daily call-in guarantee as outlined in this Collective Agreement, or the overtime provisions as outlined in this Collective Agreement.
- d) Should the Company find that a Steward's activities interfere with the normal course of the Steward's duties or the duties of other employees, the Company will contact a representative of the Local

- Union and/or register a grievance commencing at Step 2 as outlined in this Collective Agreement.
- 6.3 The Union will inform the Company in writing of the name of the Stewards and any subsequent change in the name of the Stewards.
- 6.4 The Company will supply the Union with all relevant documentation to support any dispute or grievance.
- 6.5 The Company will notify the Union by fax in advance of the suspension or discharge of a Steward, if reasonably practicable.
- 6.6 For the purpose of layoff only, and subject to his skill, ability and qualifications to perform to work available, the chief steward will be established as the second man on the applicable seniority list,
- 6.7 If a representative of the Local Union wishes to enter the Company's premises in the administration of this agreement, he shall request permission from the Company which permission shall not be unreasonably withheld. If permission is granted by the Company, the representative of the Union shall not interfere with the work of the employees or the operation of the Company.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE & ARBITRATION**

- 7.1 For the purpose of this agreement, a grievance is defined as a dispute concerning interpretation and application of any clause in this agreement, alleged violations of the agreement and discipline or discharge of employees without just cause. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these

provisions, the question may be taken **up** through the grievance procedure and determined if necessary by Arbitration. There shall be an earnest effort on the part of both parties to settle grievances promptly through the following steps.

An employee called into the Company's office for disciplinary matters may, upon request, be accompanied by a Union Steward if one is available and if a steward is not available, then by an available bargaining unit member of his choice. Copies of disciplinary notices will be given to the employee involved and to the Union Steward.

Notice of possible disciplinary action to be taken by the Company must be issued *to* the employee within five (5) working days of the alleged infraction being discovered by the Company.

All time limits referred to in the grievance or arbitration proceedings shall not include Saturdays, Sundays, or statutory holidays and may be extended by mutual agreement of the parties.

For disciplinary measures, all infractions will be removed from the employee's record after a period of twenty-four (24) months, if during that time the employee receives no further disciplinary infractions.

- 7.2 The parties' expectation is that the grievance process will be followed expeditiously. Where no written answer has been given by the party responding to the grievance within the time limit specified or any agreed extension, the grievance may be submitted to the next step of the grievance procedure including arbitration.

- a) **STEP 1** - The employee will discuss the circumstances of the grievance with his immediate supervisor. The employee may be accompanied by a Union Steward. Such discussion will take place within five (5) working days of the event giving rise to the grievance. The immediate supervisor will give a verbal answer to the grievance within five (5) working days of such meeting.
- b) **STEP 2** - Failing settlement in Step 1, the Steward will, within five (5) working days of the Step 1 answer, present the grievance in writing to the Company. The answer of the Management (or the Union, in the case of a Company grievance) will be delivered in writing within five (5) working days of the meeting.
- c) **STEP 3** - Failing settlement in Step 2, within ten (10) working days of the written reply, the Management of the Company will meet with the Steward and a representative of the Union.

7.3

**STEP 4 - Arbitration**

- a) Failing settlement in the above-cited procedures the matter will be referred to arbitration. Arbitration proceedings will be initiated within ten (10) working days following the receipt of the Step 3 answer. A sole arbitrator will be utilized and must be mutually agreed upon by the Company and Union within ten (10) working days. Should the parties fail to agree on the sole arbitrator, a request for selection of an Arbitrator will be made to the Federal Department of Labour.

If no request for arbitration is received within ten (10) days after the decision at Step 3 is given, the grievance shall be deemed to have been abandoned.

Prior to proceeding to Arbitration, the parties agree to consider utilizing the services of a Labour Relations Consultant (settlement officer).

- b) The Arbitrator, when selected or appointed, will proceed as soon as practicable to examine into and determine the complaint or controversy at issue and his or her findings will be final and binding upon both parties.
- c) Each of the parties hereto will share equally the expenses of the Labour Relations Consultant (settlement officer) and Arbitrator.
- d) The Arbitrator will not have the right to add to, subtract from, modify, change, alter or ignore any of the provisions of this agreement, or substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this agreement.
- e) A grievance arising directly between the Company and the Union shall be originated at Step 3 and the time limits set out for that step shall apply. The provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee or employees and it shall not be used to by-pass the regular grievance process.
- f) All monetary grievance settlements over \$75.00 will be paid on the next pay on a separate cheque.
- g) Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such grievance shall be originated at Step 2 and the time limits set out with respect to that step shall apply.



- 7.4 a) An employee who has been discharged shall be given a reasonable opportunity to meet with his Steward before leaving the Company's premises, unless it is necessary, because of the circumstances giving rise to his discharge, to require the immediate departure of the employee from the premises.
- b) Grievances dealing with discharge and suspension shall be registered in writing within five (5) working days from the time of the discharge or suspension and shall commence at Step 3 of the grievance procedure.

### **ARTICLE 8 - SENIORITY**

- 8.1 Seniority is defined as an employee's length of continuous service with the Company. The purpose of seniority is to provide a method to govern lay-offs and recall.
- 8.2 Seniority will be Company-wide. Each yard will have a separate seniority list.
- 8.3 a) Newly hired employees will serve a probationary period of ninety (90) calendar days and will have no seniority rights during this period. Upon completion of the probationary period, a new employee will have his seniority dated back ninety (90) calendar days to his original date of hire. During the probationary period an employee will be considered as being employed on trial basis and may be discharged at the sole discretion of the Company.
- b) During the probationary period, if there is any time off work due to sickness, absence or while on WSIB claim, such time will not be counted to either

accumulate seniority or towards the completion of the ninety (90) calendar day probationary period.

The provisions of this Article will not be used to force an additional probationary period.

8.4 For the purpose of lay-off in excess of five (5) working days and related bumping; and for the purpose of recall from lay-off the Company shall consider the following factors in determining if an employee is to be laid off or recalled from lay-off:

- (a) the skill, ability and qualifications of the employee, and
- (b) seniority.

If two (2) or more employees are relatively equal with respect to the factors in clause (a), without training, then seniority will be the deciding factor.

For the purpose of lay-off less than five (5) working days and related bumping, the foregoing provisions of this paragraph will apply except that bumping will be limited to the specific division and location of the affected employee.

New employees shall not be hired until those laid off have been given an opportunity of recall.

The recall procedure will be executed conversely to the outlined lay-off procedure.

8.5 A seniority list containing the name and starting date of all employees will be prepared and posted every six (6) months. A seniority list containing names and addresses of employees as per Company records will be forwarded to the Local Union every six (6) months on request.

- 8.6 An employee shall lose all seniority and employment may be deemed to have been terminated for any of the following reasons:
- a) the employee voluntarily quits;
  - b) the employee retires;
  - c) the employee is discharged for just cause and not reinstated through the grievance procedure.
  - d) the employee fails to report for duty after a lay-off;
  - e) the employee fails to report for duty on the first day following the expiration of a leave of absence;
  - f) the employee is laid-off and not recalled for a period extending beyond twelve (12) consecutive months;
  - g) the employee is absent from work for three (3) consecutive scheduled working days without notifying the Company,
  - h) the employee takes employment other than that declared and agreed upon when applying for a leave of absence.
- 8.7 An employee who has been laid off and not employed elsewhere must return to work within twenty-four (24) hours after being contacted personally. If the employee cannot be contacted personally, the Company will then notify the

employee by registered mail at his last known address. The employee will be deemed to be notified on the fourth (4<sup>th</sup>) day following the mailing of the letter. The required return to work date will be no less than seven (7) calendar days from the date the notice is given or deemed to be given. The employee will notify the Company of his intentions within three (3) working days of receipt of such notice.

- 8.8 It is the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up-to-date at all times.
- 8.9 Employees promoted to supervisory positions or positions not subject to this agreement will retain their seniority after promotion for a period of ninety (90) calendar days. If demoted for any reason or if they voluntarily request reinstatement to their former position within this ninety (90) calendar days, the time served in the supervisory position will be included in their seniority rating. Such employees shall forfeit any and all recourse to the grievance procedure as outlined in this agreement should they subsequently be discharged in such position beyond the jurisdiction of this agreement. This Article is to be applied only once for any employee during the term of this agreement.
- 8.10 If the Company transfers jobs or classifications of jobs to a different yard, the employees performing the work shall have the option to transfer or exercise seniority by bumping in the recognized manner.

**ARTICLE 9 - BULLETIN BOARDS**

- 9.1 The Company will supply a glass covered bulletin board conspicuously placed at each location and agrees to permit posting of any notice of union meetings or functions on such bulletin board. Union postings will be provided to the Company in advance.

**ARTICLE 10 - LEAVE OF ABSENCE**

- 10.1 The Company agrees to grant to employees an indefinite leave of absence, without pay, to work for the Teamsters Union, retaining and accumulating seniority during such leave. The leave of absence shall be revocable by the employee upon fourteen (14) days notice in writing to the Company.

- 10.2 Leaves of absence for personal reasons may be granted by the Company in its discretion and in accordance with Company policy.

Unless Company policy provides otherwise, health care benefits for the employee during a leave of absence will only be maintained if the employee pays the full Company and employee contribution.

Leave of absence shall not be granted to an employee for the purpose of working elsewhere, other than charitable volunteer work.

Seniority will continue to accrue while an employee is on leave of absence.

- 10.3 Requests for medical leaves of absence must be supported by medical certificates or reports as set out in the relevant Company policy.

- 10.4 On return to work after a medical leave of absence, the employee must supply a medical report or certificate in accordance with Company policy.
- 10.5 On return to work after a leave of absence, unless subject to medical restrictions, the employee will be restored to his previous position with current pay and benefits, or if that position no longer exists, to such other position as most closely approximates the former position, subject to the employee's qualifications, skill, and ability to perform the work.

### **ARTICLE 11 - JOB POSTING**

- 11.1 When a permanent vacancy or new job opening occurs, it will be posted simultaneously on the bulletin boards at all locations and will remain posted for a period of five (5) working days.

Eligible employees will have the right to bid for the position. Selection to such position shall be made on the basis of the skill, ability and qualifications of the employee and the specific needs of the Company for the position. If two or more employees who have the required qualifications are relatively equal with respect to the above noted factors, without training, then date of hire will serve as the tie breaker.

If no suitable candidate applies, the Company will have the right to hire from outside the bargaining unit. The Union Steward will be given a copy of all job postings and the names of successful applicants.

- 11.2 The successful candidate will be trained for up to two (2) weeks if necessary on the operation of the equipment. The training rate will be at the employee's regular rate of pay, unless the employee is totally qualified on the equipment, in which case the employee will be paid at the rate of the posted position.
- 11.3 The vacancy resulting from the placing of a successful applicant in the posted position will also be posted but any further vacancy may be filled by the Company without posting. Should the successful applicant for the permanent vacancy or new job be unsatisfactory, he will be returned to his former job and the vacancy may be filled without further posting. In filling such a vacancy without a further posting, the Company will consider the original applicants for the vacancy.
- 11.4 An employee who has successfully bid under this Article shall not be entitled to bid on any other posted job for twelve (12) months from the date of the employee's successful bid, except with the Company's permission.
- 11.5 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies which are expected to last less than ten (10) weeks and jobs which become vacant while employees are on lay-off shall not be deemed to be permanent vacancies for the purposes of this Article and the Company may transfer or assign bargaining unit employees into such temporary vacancies at its sole discretion.

- 11.6 Employees may attempt to pre-qualify for future job postings by undertaking approved training, which training will be granted in the discretion of the Company on the Employees' own time without compensation.

## **ARTICLE 12 - VACATIONS**

- 12.1 Vacation pay is available in the year in which it is earned. In 2007, vacation pay will be paid out twice, once during the week of June 15<sup>th</sup> and once during the week of December 15<sup>th</sup>. Commencing in January 2008, the Company will pay vacation pay to the employee at the time of vacation to the extent that it has been accrued to that date. A year-end adjustment, as of December 31<sup>st</sup>, of each year, will be made and outstanding vacation pay will be paid in the second pay period following December 31<sup>st</sup>.
- 12.2 Commencing January 1, 2008, an employee who on January 1<sup>st</sup> of the current year has:
- a) Less than one (1) year of continuous service with the Company shall be entitled to vacation time proportional to the time worked, in the previous calendar year, based on two (2) weeks for a full year of service and vacation pay calculated at four percent (4%) of the employee's earned wages in the year.
  - b) One (1) year or more of continuous service, but less than six (6) years of continuous service shall receive two (2) weeks of vacation per year and vacation pay calculated at four percent (4%) of the employee's earned wages in the year.



- c) Six (6) years or more of continuous service but less than fifteen (15) years of continuous service shall receive three (3) weeks of vacation per year and vacation pay calculated at six percent (6%) of the employee's earned wages in the year.
  - d) Fifteen (15) years or more of continuous service shall receive four (4) weeks of vacation per year and vacation pay calculated at eight percent (8%) of the employee's earned wages in the year.
- 12.3 The vacation period will be from January 1 to December of each year.
- 12.4 Vacation time off is to be requested and taken in weekly allotments based on a normal vacation week commencing Sunday and ending Saturday.
- 12.5 All employees entitled to vacation must indicate their vacation week selections prior to February 28. Preference will be given by seniority provided that the number of employees off at the same time does not interfere with the Company's normal operations. Seniority will not apply to assignment of vacation time not requested by February 28<sup>th</sup>. The Company will approve or disapprove the vacation choice of each employee by March 15<sup>th</sup>. After that date, approved vacations may not be changed without the mutual consent of the Company and the particular employee,
- 12.6 A maximum of two (2) consecutive weeks vacation will be granted at any one time. Exceptional requests for more than two (2) consecutive weeks will be considered and may be granted entirely at the discretion of management.

- 12.7 Except during the first year of employment, every employee will take a minimum of two (2) weeks vacation time off per calendar year. an employee entitled to more than two (2) weeks vacation per year may elect, in writing, not to take such additional time off, with earned vacation pay to be paid in accordance with paragraph 12.1.

### **ARTICLE 13 - PAID HOLIDAYS**

- 13.1 The following shall be recognized as holidays to be paid for on the basis of eight times (8x) the employee's straight-time hourly rate:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26th
Civic Holiday	

or days celebrated in lieu thereof, regardless of the day on which it falls.

Civic Holiday is in lieu of Remembrance Day.

- 13.2 Employees who are non-drivers will receive eight (8) hours holiday pay at their regular straight time rate. Employees who are drivers will receive nine (9) hours holiday pay at their regular straight time rate. To receive holiday pay, an employee must work his/her last scheduled day before and first scheduled day after the holiday, unless special authorization has been granted by the employee's supervisor.

- 13.3 Regular full-time employees who work on a holiday will receive eight (8) hours pay in addition to time and one half ~~€~~ or all hours worked if the holiday falls on a regular work day, or double time if the holiday does not fall on a regular work day.
- 13.4 If any of the above holidays fall or are observed during an employee's vacation period, he shall be entitled to an extra day's vacation on a day to be scheduled with the approval of the Company with pay, or a day's pay, at the employee's option.
- 13.5 Where the Company requires holiday work involving fewer routes than on a normal non-holiday, holiday work will be offered first to the employee who normally performs the work or drives the route upon which the work is required. If, at his request, he is excused from working on the holiday, the work will be offered to the most senior employee who normally performs the work or operates the same kind of equipment (eg: side-loaders are distinguished from rear packers). If such senior employee declines such holiday work, the most junior employee, who normally operates the same kind of equipment, shall be required to perform such holiday work.
- 13.6 Hours paid for statutory holidays will be used in the calculation of the weekly overtime threshold.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

- 14.1 Hours of Work for drivers - Nine (9) hours per day/forty four (44) hours per week.

- 14.2 Hours worked in excess of nine (9) hours in any one day or forty-four (44) hours in any one week by drivers will be paid at time and one half the regular hourly rate of pay.
- 14.3 Hours of work for non-drivers – Eight (8) hours per day/forty (40) hours per week.
- 14.4 Hours worked in excess of eight (8) in any one day or forty (40) in any one week by non-drivers will be paid at time and one half the regular hourly rate of pay.
- 14.5 All hourly rated employees will be allowed an unpaid one-half (1/2) hour lunch period.
- 14.6 All hourly rated employees will be allowed a break not in excess of ten (10) minutes without loss of pay in each half shift.
- 14.7 Overtime will be voluntary and will be equitably distributed among the employees who regularly perform such duties. Overtime will be allocated first to the employee who normally performs the work or, in the case of drivers, drives the route on which the work is required, provided he is readily available. If he is not readily available, or if, at his request he is excused from performing such overtime work, the work will be offered to the most senior employee who normally performs the same type of work or operates the same kind of equipment (eg. side loaders are distinguished from rear packers).

If overtime is required and there is no volunteer, management may require the least senior qualified employee in the classification in which the overtime opportunity exists, to work the overtime.

- 14.8 Time worked on Sunday will be paid at double the employee's regular hourly rate.
- 14.9 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.

## **ARTICLE 15 - HEALTH AND WELFARE / PENSION**

### **Health & Welfare**

- 15.1 Company will pay to the Ontario Teamsters Benefit Plan Trust Fund the sum of
- \$325.00 in year one
  - \$335.00 in year two
  - \$345.00 in year three
  - \$355.00 in year four

per employee per month for health care benefits, commencing 90 days after employment.

Benefits are to cease at the end of the month following commencement of layoff or leave of absence, and immediately on termination or quit.

### **Pension**

- 15.2 Company will match 50% of employee contributions of up to 5% of wages to the Company-established RRSP so that the Company maximum contribution is 2.5% of wages. The maximum wages available for matching will increase:
- 6% - March 1, 2008 - Company maximum 3%
  - 7% - March 1, 2010 - Company maximum 3.5%

## **ARTICLE 16 - BEREAVEMENT**

16.1 In the event of the death of a spouse, common-law spouse, son, daughter, mother, father and common-law children, an employee will be granted five (5) consecutive days off from the date of death or the funeral. If any of the five (5) days fall on regular working days, the employee will receive eight (8) hours pay, at their regular rate per hour.

In the event of the death of a mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren, the employee will be granted three (3) consecutive days off from the date of the death or the funeral. If any of the three (3) days fall on regular working days, the employee will receive eight (8) hours pay at their regular rate per hour.

16.2 Bereavement leave will be provided in accordance with the provisions of the Company benefits and policy manual amended to provide for a five (5) day period on the death of an employee's mother or father.

16.3 Should more time be required for any reason relating to the death, an unpaid leave of absence will not be unreasonably withheld.

## **ARTICLE 17 - REPORTING ALLOWANCE**

17.1 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available will receive not less than four (4) hours at their regular hourly rate, for any work that is available, although the employee may be assigned to any duties that are available for those hours.

- 17.2 The provisions of this Article will not apply in the event of strikes, power failure, or any other conditions beyond the control of the Company which prevent the Company from providing work or where the Company is unable to advise the employee or leave a message not to report for work because the employee has not provided the Company with his current address and telephone number.

**ARTICLE:18 - CALL-BACK**

- 18.1 If an employee is called in to work after having left the Company's premises upon completion of his regular scheduled shift, he will receive a minimum of four (4) hours pay at his regular straight time hourly rate or time and one-half for all hours worked, whichever is greater.

**ARTICLE 19 - JURY DUTY**

- 19.1 If an employee is called for jury duty or to serve as a Crown Witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day for non-drivers, and the equivalent of a nine (9) hour day for drivers.
- 19.2 Payment for jury duty leave will be processed through regular Company payroll at the time the leave is taken. Upon his return; the employee is to supply the Company with an official document (signed by an officer of the Court) supporting the jury duty leave. Failure to provide this documentation within seven (7) calendar days of the

employee's return may result in a payroll reversal of the amount paid for the jury duty leave period with the payroll week following the expiry of the seven (7) day period.

### **ARTICLE 20 - WAGES**

- 20.1 Wage rates and classifications will be as set out in Schedule "A". Job descriptions for each classification will be defined.
- 20.2 Any designated Lead Hands will receive an additional \$1.25 per hour over the classification rate while serving in such capacity.
- 20.3 The hiring rate for new employees will be one dollar (\$1.00) per hour less than the classification rate. Upon completion of his probationary period the employee will receive the full classification rate.

Employees with industry experience, ie: at least one year of service in a similar capacity may be hired at the full classification rate.

### **ARTICLE 21 - GENERAL**

- 21.1 If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, the employee will be paid one days' pay for the day of his injury providing the employee is not receiving WSIB compensation pay for that day.

The Company will provide ambulance service to a hospital.



- 21.2 In the event of legislation being enacted subsequent to the signing of this agreement invalidating the application of any Article or Appendix hereto, the relative section only of this agreement shall be nullified.
- 21.3 The Company will pay the regular hourly rate for all employees compelled to attend Company meetings, WHMIS, Dangerous Good meetings, etc.
- 21.4 The Company will pay bargaining unit employees for all time spent while taking specialty training courses, which are relevant and approved by the Company on condition that employees attend and complete the course.
- 21.5 No driver shall be permitted to allow anyone, other than employees of the Company who are on duty and who are authorized, or other transport drivers who may be broken down on the highway, to ride in his truck except by written authorization of the Company.

## **ARTICLE 22 - MEDICAL EXAMINATION**

- 22.1 Requirements for medical examinations **and** certificates will be governed by the provisions of the Company benefits and policy manual, except that when the employee is required by the MTO to undergo a medical examination in order to maintain their driver's license certification, the Company will reimburse the employee up to a maximum amount of seventy-five dollars (\$75.00) towards the cost of such examination upon receipt of an invoice from the Doctor.

### **ARTICLE 23 - LOSS OF LICENCE**

- 23.1 Subject to the provisions of this Article, any employee whose normal duties include driving a Company vehicle and whose driving license is suspended or whose driving record causes him to be deemed uninsurable by the Company's insurer shall be immediately terminated, subject to the provisions of the Canadian Human Rights Act.
- 23.2 As an alternative to termination, the employee will be given the option, on a one time basis, to take an unpaid leave of absence for up to twelve (12) months, provided that at the end of the leave of absence the employee is licensed to drive and not deemed uninsurable *to* the Company's insurer.
- 23.3 When the employee regains his license and is accepted by the Company's Insurer he will return to his former position with full seniority. Any increase in insurance premium payable by the Company and attributable to the employee shall be reimbursed by the employee as a condition of his return to his former position and thereafter for as long as additional premiums are required.
- 23.4 If loss of license occurs as a result of driving a Company vehicle, the leave of absence will be at the discretion of the Company.

### **ARTICLE 24 - BONUSES**

- 24.1 The Company will provide a bonus plan in accordance with the provisions of Schedule "B" to this Collective Agreement.

**ARTICLE 25 - DURATION OF AGREEMENT**


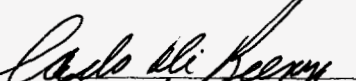
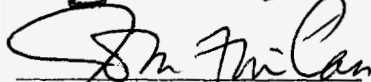



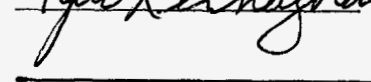
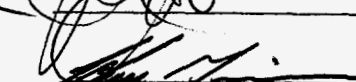
25.1 Unless changed by mutual consent, this agreement shall continue in full force and effect from the 1<sup>st</sup> day of March 2007 until the 28<sup>th</sup> day of February 201<sup>1</sup>, and shall continue automatically thereafter for annual periods of one (1) year each unless either party gives notice in writing not more than ninety (90) days prior to the expiration date that it desires to amend the agreement.

25.2 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**FOR THE UNION:**

**FOR THE COMPANY:**

**SCHEDULE "A"**  
**WAGE CLASSIFICATIONS**  
**BY DIVISIONS**

Division		Wage Rate			
		Year 1	Year 2	Year 3	Year 4
<b>Commercial</b>	Tractor, Lugger, Rolloff (AZ License)	\$18.71	\$19.18	\$19.76	\$20.35
	Front Lift (DZ License)	\$18.71	\$19.18	\$19.76	\$20.35
	Roll-off, Lugger (DZ License)	\$17.87	\$18.32	\$18.87	\$19.44
	Mini-roll off, Toilet (DZ License)	\$17.53	\$17.97	\$18.51	\$19.07
	Container truck (DZ License)	\$15.85	\$16.25	\$16.74	\$17.24
<b>Residential</b>	Side loader, Recycling	\$17.44	\$17.79	\$18.15	\$18.51
	Rear pack, leaf & yard, white goods	\$17.44	\$17.79	\$18.15	\$18.51
	Chucker	\$12.37	\$12.62	\$12.87	\$13.13
<b>Transfer Station/Landfill</b>	Loader/operator A	\$17.62	\$17.97	\$18.33	\$18.70
	Transfer Station Operator	\$18.78	\$19.16	\$19.54	\$19.93
	Hazmat	\$13.65	\$13.92	\$14.20	\$14.48
	Spotter/Operator B (\$3.00 less than A)	\$14.62	\$14.97	\$15.33	\$15.70

**SCHEDULE "A"**  
**WAGE CLASSIFICATIONS**  
**BY DIVISIONS**

Division		Wage Rate			
		Year 1	Year 2	Year 3	Year 4
<b>Truck &amp; Coach</b> (proposed shop)	Truck and Coach	\$24.09	\$25.54	\$26.31	\$27.10
	<b>Shop</b>				
	S and Heavy Equipment Mechanic	\$23.30	\$23.88	\$24.60	\$25.34
	Apprentice Mechanic level 3	\$19.94	\$20.44	\$21.05	\$21.68
	Apprentice Mechanic level 2	\$18.37	\$18.83	\$19.39	\$19.97
	Apprentice Mechanic level 1	\$16.80	\$17.22	\$17.74	\$18.27
	Compactor Repair	\$20.33	\$20.84	\$21.47	\$22.11
	Shop Labourer	\$11.20	\$11.48	\$11.82	\$12.17
	Preventative Maintenance	\$14.34	\$14.70	\$15.14	\$15.59
	Tire repair	\$13.89	\$14.24	\$14.67	\$15.11
	Welder Class 1	\$17.53	\$17.97	\$18.51	\$19.07
	Welder Class 2	\$16.13	\$16.53	\$17.03	\$17.54

## **SCHEDULE "B"**

### **Bonus Plan**

The Bonus Plan is designed to encourage and reward safe driving and regular, punctual attendance.

The Company will pay the bonus in the week of the 15<sup>th</sup> of December. The program will run from December 1 to November 30 inclusive, for the lifetime of the Collective Agreement, commencing retroactively on December 1, 2002.

Employees eligible to receive the bonus in the subsequent year are employees who have completed 1 full year of service on December 1.

**Amount of Available Bonus: \$1,500.00**

#### **Possible Reductions to Bonus:**

**Safety** This deduction will be based on at fault accidents, vehicle and property damage. Maximum deduction: \$1,000.

- No deduction for any at fault accidents/damages totalling annually under \$500
- 1<sup>st</sup> at fault accident (over \$500 damages) or over \$500 annual damage (total): loss of \$1,000

#### **Attendance**

This deduction will be based on attendance issues which have not been excused by the Company. Maximum deduction: \$500.

- 1st unexcused day: loss of \$100.00
- 2nd unexcused day: loss of further \$150
- 3rd unexcused day: loss of further \$250

**Lateness totalling:**

- 0 – 3 times per year: no loss of bonus
- 4 – 10 times per year: \$100.00 deduction
- 11 – 15 times per year: \$100.00 further deduction
- 16 – 20 times per year: \$300.00 further deduction

**LETTER OF UNDERSTANDING  
REGARDING CONTRACTING OUT  
AND USE OF STUDENTS**

The parties acknowledge that the developing and maintaining of a qualified, full-time workforce is in their mutual interest. The significant increase in the total workforce and the acquisition of equipment and vehicles in recent years is evidence of the Company's intention to aggressively compete for new business.

The Company is committed to the on-going negotiation of new business to create an increase in both commercial and residential work available to members of the bargaining unit.

The Company will not use outside contractors or students during the lifetime of this Collective Agreement beyond the scope of presently contracted work while bargaining unit members who have the skill, ability and qualifications are laid off or working short time.

This letter supersedes paragraphs 1 & 2 of the agreement of the parties dated October 24, 2002 on the subject of contracting out.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**FOR THE UNION:**

*F. McKeown*

*John F. McLean*

*Tyler King*

**FOR THE COMPANY:**

*Colin de Kooze*

*David Kuper*

*[Signature]*



## **LETTER OF UNDERSTANDING GENERAL**

### **A. INSURANCE AND REPLACEMENT TOOLS**

The Company will insure the tools for Level 2 and Level 3 apprentices and licensed mechanics to a maximum of fifteen thousand dollars (\$15,000.00). An insurance claim may only be made if a complete kit of tools is stolen or damaged by fire in the Company's premises. In the event of theft, definite signs of burglary must be established. It shall be the employee's responsibility to obtain a proper appraisal and to maintain an inventory list satisfactory to the insurance company. The Company will extend its current practice of replacing or repairing major tools used at the workplace for all apprentices and licensed mechanics, based on normal wear and tear.

### **B. WIND SHELTERS/WORK PADS**

The Company acknowledges the importance of providing appropriate and safe work conditions for its employees. The Company agrees to provide wind shelters and dry work pads at all landfill sites for maintenance work purposes.

### **C. UNIFORMS**

The Company will continue to provide appropriate employee uniforms as necessary. Employees are responsible for cleaning, size change and repair with the exception of mechanics for whom the Company will continue to clean coveralls. Employees who do Port-a-Let will be supplied with rubber boots as needed and clean coveralls or uniform daily.

**D. BOOT ALLOWANCE**

The Company will reimburse an amount of up to one hundred dollars (\$100.00) during each year of the contract to employees who have completed one (1) full year of service, upon presentation of receipt for the purchase of CSA approved safety boots.

**E. WINTER COAT AND CLOTHING**

The Company will provide to each employee employed on October 1<sup>st</sup>, 2007, a winter coat bearing the Company insignia, to be worn as part of the employee uniform, as necessary, and further agrees to make insulated winter coveralls available to employees assigned to landfills, toilet truck, and maintenance as reasonably needed.

**F. SAFETY AWARDS**

The Company agrees to continue a safety award program to recognize safe driving and work performance.

**G. REGULARLY SCHEDULED WEEKEND OVERTIME**

The Company agrees to continue its current practice of assigning regularly scheduled weekend overtime according to a rotation. The rotation list shall be on a Company-wide basis by seniority within each division (commercial or residential). Employees included on the rotation list must be qualified to operate the required vehicles or equipment and have appropriate experience and qualifications to perform the required overtime work. A spare list will be established for those who are available as substitutes for scheduled drivers. The Company encourages employees to cross-train into specialized job functions so as to be eligible for inclusion in the overtime rotation.

## **H. BENEFITS**

The Union agrees to allow non-bargaining unit employees to access the benefit plan provisions on payment, by the Company of the employee premium as set out herein, section 15.1.

### **I. TEMPORARY LAY-OFFS**

The Company affirms its practice of retaining qualified employees and minimizing short term lay-offs. The Company confirms that it has no intention to under-staff its operations, or under-employ its existing employees.

### **J. PAID SICK DAY**

The Company will institute a sick day policy on January 1<sup>st</sup>, 2008 as follows:

Each employee will earn one (1) sick day upon completion of four (4) months service with no recorded absence, except for statutory holidays, vacation, previously accrued sick day(s) or Employer-excused absence.

Sick day accrual will relate to the periods of January 1<sup>st</sup> - April 30<sup>th</sup>, May 1<sup>st</sup> - August 31<sup>st</sup>, and September 1<sup>st</sup> - December 31<sup>st</sup>, each year.

Any unused sick days standing to an employee's credit as of December 31<sup>st</sup> each year will be paid out in the second pay period of January.

### **K. ACCIDENTS**

Accidents - In the event an employee is involved in an accident (including but not limited to a motor vehicle accident) while at work, the Company will conduct an investigation. Any affected employee, through the Union Steward, will be provided with the results of the investigation, upon request.

L. **INJURED EMPLOYEE**

The parties agree that it is in the best interest of an injured employee that he/she be returned to the workplace as soon as possible to perform gainful employment.

In the event that an employee suffers a work-related accident and is capable of returning to the workplace in an accommodated capacity, and to the extent that the Company has modified work available, that employee will be provided with an accommodated (light duty) job. The Company agrees to ensure that the employee is kept whole in relation to previous wages, normally by paying the regular hourly rate of pay. For greater clarity, the Company does not guarantee that it will have light duty or modified work available in every instance.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**FOR THE UNION:**

*J. McLean*  
*Jim Fin Con*  
*Tyler Bernagha*

**FOR THE COMPANY:**

*Carlos de la Cruz*  
*David Lopez*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING  
REGARDING LICENCE QUALIFICATIONS**

It is to the mutual benefit of the Company and the employees that commercial drivers who operate roll-off, luggers and tractors, hold a valid A-Z license at all times, Currently, ~~Mark~~ ~~Shelton~~ holds an D-Z license.



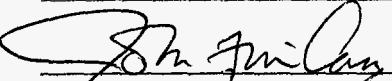
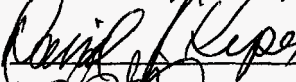
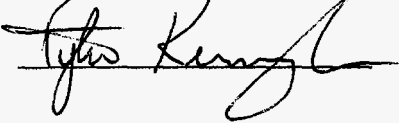

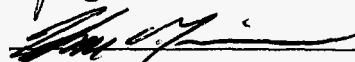
The Company agrees to allow ~~Mark Shelton~~ to continue in his present classification without holding an A-Z license. His wage rates will be red-circled until either:

- a) He obtains an A-Z license; or
- b) The D-Z classification rate rises to or above the red-circled rate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**FOR THE UNION:**

**FOR THE COMPANY:**

 _____	 _____
 _____	 _____
 _____	 _____
_____	 _____

**LETTER OF UNDERSTANDING  
REGARDING LEGAL PICKET LINES**

In accordance with the principles set out in Article 5 the following shall be the protocol regarding Legal Picket Lines:

The principles set out in Article 5 will govern the parties' actions when encountering legal picket lines.

When a customer advises the Company of a legal strike situation, the Company will attempt to establish a protocol which will allow its employees to safely cross the Customer picket line to service the customer's needs.

The Company will contact a Union Representative to enlist the Union's assistance where appropriate.

If an employee encounters a legal picket line and no prior arrangements have been made the employee will report the situation to the Company dispatcher. A Company Supervisor will respond, normally attending at the site and will assess the situation and communicate with the Customer's Picket Captain and will attempt to confirm the customer's picket line protocol.

The Company employee will respect the Customer's picket line protocol and follow the instructions of the Company Supervisor regarding access to the customer's site.

The Company Supervisor may accompany the employee in crossing the legal picket line if deemed necessary.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FOR THE UNION:**

*J. McKeown*  
\_\_\_\_\_  
*John J. Milroy*  
\_\_\_\_\_  
*John J. Milroy*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE COMPANY:**

*Carlo Di Lorenzo*  
\_\_\_\_\_  
*Carlo Di Lorenzo*  
\_\_\_\_\_  
*Carlo Di Lorenzo*  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING  
REGARDING MERGER**

The Company acknowledges that in the event of merger with, or acquisition of or by another Company, the Union's preference is that seniority of existing bargaining unit employees and employees acquired through merger or acquisition be dovetailed based on date of hire with their respective original employers.

The parties agree to discuss the issue of seniority if the need arises in view of the circumstances existing at the time, including whether or not the other entity or entities are unionized and if so, the contents of their collective agreements on the subject.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**FOR THE UNION:**

*J. McKeown*  
\_\_\_\_\_  
*John Finlan*  
\_\_\_\_\_  
*John Kennedy*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE COMPANY:**

*Carol McKeown*  
\_\_\_\_\_  
*Carol McKeown*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING  
REGARDING HOLIDAY WORK**

The parties acknowledge that pursuant to Article 13.3 of the Collective Agreement, employees in the Curbside Division regularly work every holiday except Christmas Day and New Year's Day and are paid time and one-half for hours worked on the holidays. In the Commercial Division, holiday work is deemed not to fall on a regular work day and therefore double time is paid to employees in the Commercial Division who work holidays pursuant to Article 13.5

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FOR THE UNION:**

*J. McLean*  
 \_\_\_\_\_  
*Tom Finlan*  
 \_\_\_\_\_  
*Tyler King*  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR THE COMPANY:**

*Carol McKeown*  
 \_\_\_\_\_  
*David Kiper*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_

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