

ORIGINAL

2006 - 2009

COLLECTIVE AGREEMENT

Between

**CLEAN HARBORS CANADA INC.
(LAMBTON TRANSPORTATION)**

And

**COMMUNICATION, ENERGY, PAPERWORKERS UNION
LOCAL 914**

13486 (02)

2006 – 2009

THIS IS A COLLECTIVE AGREEMENT

between:

**CLEAN HARBORS CANADA INC.
(LAMBTON TRANSPORTATION)**
(hereinafter referred to as the “Company”)

and:

**COMMUNICATION, ENERGY AND PAPERWORKERS
UNION OF CANADA local 914**
(hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for its employees employed as truck drivers working at or out of the Company’s waste treatment facility near Corunna, Ontario and those Dependent Contractors. as set out in Appendix II to this Collective Agreement.

ARTICLE 3 – UNION SECURITY

3.01 Union Membership

All the employees who, as of the date of this Agreement, are members of the Union shall maintain such membership as a condition of employment

during the term of this Agreement, and all new employees hired as members of the bargaining unit after the execution of this Agreement, shall become and remain members **of** the Union as a condition of employment.

3.02 Probationary Period

The first sixty (60) working days of employment for any new employee shall be known as the “Probationary Period” and such employee shall be known as a “Probationary Employee” for purposes of this agreement.

3.03 Check off

The Company shall deduct from every employee covered by this Agreement who has completed sixty (60) working days of employment, any monthly dues in accordance with the Union constitution and/or bylaws, and owing by him to the Union.

3.04 Initiation Fee

The Company agrees to deduct the required Initiation Fees from each new employee who is not a member of the Union upon completion of the sixty (60) working day probationary period.

3.05 Back Dues

The Company agrees to deduct upon notification from the Union any back dues or reinstatement fees that may be necessary.

3.06 Deductions

The Company agrees to deduct the monthly dues from each employee on the last pay period of the month. These shall be remitted to the Financial Secretary of the local Union, together with a list of the employees from whom the deductions were made no later than the tenth day of the following month.

3.07 Company Saved Harmless

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

3.08 Dues Record

The Company shall show the yearly Union monthly dues deductions on the

employees' T4 slips.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

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 discipline and discharge employees for just cause, provided that a claim of discipline or discharge without just cause may be subject matter of a grievance and dealt with as hereinafter provided.
- b) The right to select, hire, promote, demote, lay-off, recall, suspend and select employees to positions excluded from the bargaining unit. The right to retire employees due to ill health or upon attaining normal retirement age of 65 or as amended from time to time in accordance with Corporate policy.
- c) The right to determine the location and operations of the business and its expansion or curtailment, the direction of the working forces, the services to be rendered, the schedule of service, the number of shifts, the methods, processes and means of service, job content, the right to use improved methods, machinery and equipment, overtime, and the right to decide on the number of employees needed by the Company at any time, 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 5 – UNION REPRESENTATION

5.01 Right to Appoint Steward

The Company acknowledges the Union's right to appoint its representatives. A Chief Steward and a Steward will be elected and the Company will be notified of those elected as representatives. An additional steward will be elected from the dependent contract drivers.

5.02 Duties

It shall be the Chief Steward and the Steward's duty to assist employees in processing grievances as outlined in Article 8 of the Grievance Procedure. Stewards who have received permission to service grievances, as outlined in Article 8, or who are required to attend meetings with management under Steps One, Two and Three of Article 8 will be paid at their regular straight time hourly rate for time spent during their regular working hours. Such hours will not be eligible for overtime payment and will be excluded from all overtime calculations.

5.03 Performance of Duties

The company agrees that the Steward will be allowed a reasonable time to perform his duties provided that such activity does not interfere with his regular work. It is further agreed by the Union that the Steward will not leave his work to perform his Steward's functions without first securing the permission of his manager or supervisor.

5.04 Union Business Representative

The Business Representative of the Union shall have access to the Company's premises during regular business hours for the purpose of the administration of this Agreement, but in no case shall his visit interfere with the work of the employees or the operation of the Company. It is further understood that the Business Representative shall request permission from the Company to contact employees on the job or to enter the Company's premises.

5.05 Discharge of Steward

The Company shall notify the Union by Registered Mail, telegram, or fax, prior to the discharge of a Steward. Failure by the Company to comply with this procedure shall render the dismissal null and void.

ARTICLE 6 – NO DISCRIMINATION

6.01 By the Company

The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership *or* non-membership in the Union or by reason of any activity or lack of activity in the Union, or as prohibited by applicable Human Rights legislation.

6.02 By the Union

The Union agrees that it will not discriminate against or coerce any employee because of his membership or non-membership, his activity or lack of activity in the Union or because of race, creed, colour, sex, national origin, age or marital status.

ARTICLE 7 – SENIORITY

7.01 Definition of Seniority

For the purposes of this Article and Article 13, seniority shall mean length of continuous service with the Company from the last date of hire. The total amount of service will not be reduced by any period of lay off due to reduction of the work force, .subject to 7.05 e).

7.02 Seniority List

The Company shall maintain a complete seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Chief Steward and posted on all bulletin boards in January and June of each year.

7.03 Probationary Employees

During the probationary period, new employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as a result of the Union activities or membership as the basis of termination. After completion of the probationary period, he shall be credited with sixty (60) working days seniority.

7.04 No Loss of Seniority Rights

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

7.05 Loss of Seniority Rights

An employee shall lose seniority and his employment shall be terminated if:

- a) he is discharged for just cause and is not reinstated; or
- b) he resigns; or
- c) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Company unless such notice was not reasonably possible; or
- d) he fails to return to work within six (6) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Company informed of his current address; or
- e) he is laid off for a period longer than two (2) years.

7.06 Layoffs

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing those remaining have the physical fitness and qualifications to perform the available work.
- b) Employees shall be recalled in the order of their seniority, providing they have the 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.
- c) The Chief Steward shall be second to last man laid off in accordance with item 13 of the "Dispatch Procedure – Lambton Hourly Drivers".
- d) Employees for whom no work is available for three (3) consecutive days shall, upon request, be considered laid off and have their Employment Insurance Record of Employment form issued. However, the Company will call employees according to their seniority on a day-to-day basis requesting them to report for work when work is available.

7.07 Promotion to Supervisory Position

Employees promoted to supervisory positions, or positions not subject to this Agreement, will retain their seniority after promotion for a six (6) month period only.

7.08 Leave of Absence

- a) Requests for leave of absence may be granted to an employee provided that such request is made in writing to the company explaining the reason for the request and the date of return to work. The Company will not unreasonably deny such requests, taking into consideration work load

schedules and general business activities. Requests will be made sufficiently in advance and confirmed in writing.

- b) Where the request is for a leave of absence in excess of thirty (30) calendar days or an extension of an existing leave that will exceed in total thirty (30) calendar days, the employee must have at least one (1) year of seniority. The Union will be notified in such cases.

7.09 Dispatching Procedures

The Company shall use the “Dispatch Procedure – Lambton Hourly Drivers” for all dispatched **work**. The Company and the Union may institute additional dispatch rules or procedures that are mutually agreed upon. Such additional dispatch rules or procedures must be in writing and signed by the parties. In the event of any dispute concerning such agreed upon rules and procedures, the additional dispatch rules or procedures shall be subject to the grievance procedure.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition

A grievance under this Collective Agreement shall consist of all differences between the parties to or employees bound by this Agreement concerning its interpretation, application, administration or alleged contravention.

8.02 Grievance Procedure

It is understood and agreed that an employee does not have a grievance until he has first given his immediate supervisor or designated representative, within five (5) working days after the circumstances giving rise to the complaint, an opportunity of adjusting his complaint. Names of supervisors or designated representatives will be posted by the Company.

Step One

Where a proper grievance is not settled at the verbal stage, the grievance shall be reduced in writing and presented to the employee’s immediate supervisor or designated representative within three (3) working days after the immediate supervisor’s decision. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and the remedy requested and shall be signed by the employee and countersigned by the Steward. The immediate supervisor or designated representative shall give his

decision in writing within five (5) working days following the presentation of the grievance to him.

Step Two

Failing settlement being reached in Step One, the Union may, within five (5) working days after the decision in Step One, request in writing a meeting to be held with the Department Manager or his designated representative. Such meeting will be held within three (3) working days from the date the grievance was submitted at Step Two. The written decision of the manager will be delivered within five (5) working days following the date of such meeting,

Step Three

Failing settlement being reached in Step Two, the Union may, within five (5) working days request a meeting of the parties to be held with the Union Business Representative and the **General Manager** or his delegate. Such meeting will be held within five (5) working days following receipt of the Union's written request. The **General Manager** or his delegate will provide the Union with a written decision within five (5) working days following the meeting.

Step Four

Failing settlement being reached in Step Three, the Union may, within ten (10) working days from the third step decision, but not thereafter, refer the matter to arbitration.

8.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step One of the Grievance Procedure may be bypassed.

8.04 Grievance on Unsafe Conditions

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

8.05 Supplementary Agreements

Neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

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

8.06 Company and Union Grievances

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

8.07 Agreement Binding on Parties

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

ARTICLE 9 – ARBITRATION

9.01 Need for Arbitration

When either party requests that a dispute be submitted to arbitration, it shall notify the other party in writing. Both parties will make every effort to select a mutually agreed upon arbitrator within ten (10) days. If they are unable to agree upon an arbitrator within a period of twenty **(20)** working days, then the Minister of Labour for Canada may be requested to appoint an arbitrator.

9.02 Limits

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

9.03 No Right to Amend

The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and conditions of this Agreement.

The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator. No matter may be submitted to arbitration which has not properly carried through all previous required steps of the Grievance Procedure.

9.04 Decision Binding

The decisions of **the** Arbitrator shall be final and enforceable on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he deems just and equitable.

9.05 Expenses

Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.

9.06 Amending the Time Limits

The time limits fixed in both grievance and arbitration procedures may be extended by consent of parties, in writing.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Function of the Committee

The Company and the Union agree that a Labour Management Committee is in the best interest of both parties and further agree to set up a committee consisting of the Chief Steward and Business Representative along with two (2) members of Management who will meet every three (3) months or when requested by either party for the purpose of interpretation or application of this Agreement and to discuss day to day problems in the workplace.

10.02 No Power to Change Agreement

It is understood that the Labour Management Committee shall not have the power to alter or change any provision in this Collective Agreement or to substitute or add any new provisions for any existing provisions.

ARTICLE 11 – HOURS OF WORK

11.01 Regular Hours

The regular work week shall consist of fifty (50) hours made up of five (5), ten (10) hour working days from Monday to Friday.

11.02 Lunch Period

Employees shall be allowed one half (½) hour off for lunch during which time they will not be paid. If an employee chooses to work through his lunch period and can substantiate having done so, he will be paid for the lunch period.

11.03 Rest Period

Employees will be allowed two (2) fifteen (15) minute rest periods, one (1) in the first half of the shift and one (1) in the second half of the shift without loss of pay. An additional fifteen (15) minute rest period will be allowed (without loss of pay) after each successive two and one half (2½) hours worked beyond the end of the regular shift.

11.04 Overtime

For drivers working on an hourly rate only, all hours worked in excess of ten (10) per day shall be paid for at one and one half (1½) times the applicable hourly rate. All hours worked in excess of twelve (12) hours per day shall be paid for at two (2) times the applicable hourly rate.

Drivers working on mileage rates, or a combination of hourly and mileage rates shall receive the regular mileage rate plus one-half (½) of the regular basic hourly rate for all applicable hours worked in excess of ten (10) hours per day. For all applicable hours worked in excess of twelve (12) per day they shall receive their regular mileage rate plus the regular hour rate.

Meal breaks and extended rest periods shall not be used in calculating overtime.

There shall be no compounding or pyramiding of overtime.

11.05 Overtime List

The Company agrees to maintain a list each month showing all overtime worked by each driver in the current month, as well as year-to-date. The list will be available to drivers on request from the dispatcher.

11.06 Call-In time

All employees who are called into work will be paid the greater of six (6) hours pay at the regular rate of pay or actual hours worked at the applicable rate as determined in Article 11.04 with the following exceptions:

- a) All call-ins on recognized holidays, as identified in Article 12.01, will be paid the greater of four (4) hours at double time, or actual hours worked at double time.
- b) If an employee is called in to work before his regularly dispatched shift, he will be paid time and-one half (1½) the applicable rate of pay for all hours worked before the start of the regularly dispatched shift. He must then work ten (10) hours at straight time rates, calculated from the start of his regularly dispatched shift before he qualifies for overtime again. Pyramiding of overtime is not allowed. This provision does not apply to drivers assigned to highway work.
- c) **After all dispatches have been confirmed any new runs and call-ins to replace an absence on Saturdays or Sundays will be paid at time and one half (1½) for all hours worked. The call-in procedure will take place prior to reassignment of work.**

In addition to the above call-in pay, any employee who received a call-in between the hour of 12:00 midnight and 6:00 a.m. will be paid an additional two (2) hours at straight time at the regular rate. In order to qualify for this additional compensation, the employee must have received the call between the above hours.

When an employee is called into work due to customer service requirements or in an emergency, the employee, when contacted may be requested to be at work within one hour. If he indicates that he is unable to do so, the dispatcher may call the next available employee. The employee who could not respond will still be available for other dispatch needs and retains his dispatch seniority position.

11.07 Work Shortage

When an employee reports for work and there is a shortage of work, he shall be paid for six (6) hours at the regular rate. However, the Company may require the employee to remain on the job and perform certain duties in order to qualify.

11.08 Standby Time

Drivers are required to be available for call-in on weekends and holidays. Call-in standby duty will be made available according to the Dispatch Procedure. Employees, who are on standby and are available and are not called in, will be

paid for six (6) hours at the shop rate for each day they are on standby. If an employee on standby **is** called in, he will be paid pursuant to the provisions of Article 11.06. For purposes of this Article, and Article 11.06, a recognized holiday starts at 12:00 a.m. on the day the holiday is declared and finishes at 12:00 a.m. the following day.

11.09 Minimum Rest Time

The Company recognizes the need for employees to obtain sufficient rest each day. Therefore, in the event of a shift change, an employee will be allowed the minimum legislated requirement before reporting back to work with two (2) hours allowed to report after being advised. In the case of weekend and holiday call-ins, employees will be allowed-eight (8) hours off in each twenty-four (24) hour period, if required.

ARTICLE 12 – HOLIDAYS

12.01 List of Holidays

The following shall be recognized as Holidays for purposes of this agreement:

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

If any of the above Holidays falls on a Saturday or Sunday, the Holiday(s) will be recognized on the next regular work day(s). All hours worked on the recognized day of the Holiday will be paid for at two (2) times the applicable rate, or regular mileage plus the applicable hourly rate, as the case may be.

12.02 Start and Finish

For purposes of this Agreement, Holidays as defined above will be deemed to start at 12:00 a.m. on the day the Holiday is declared and will finish at 12:00 a.m. of the following day.

12.03 No Payment for Holidays

Employees will normally have the Holidays identified above off without pay.

ARTICLE 13 – VACATIONS

13.01 Vacation Pay

Vacation Pay will be calculated based on gross earnings in accordance with the Article 13.02 and will be paid to all regular employees by June 1st and December 1st of each year. Starting dates as shown on the seniority listing will be the basis for determining rates of vacation pay. Rates will be changed as required for the pay period following the starting anniversary.

13.02 Payment for Vacations and Statutory Holidays

a)	Less than 3 years service	nine percent (9%);
b)	3 years, but less than 5 years	ten percent (10%);
c)	5 years, but less than 10 years	eleven percent (11%);
d)	10 years, but less than 15 years	twelve percent (12%);
e)	15 years, but less than 20 years	thirteen percent (13%);
f)	20 years, but less than 25 years	fourteen percent (14%);
g)	25 years or more	fifteen percent (15%).

Four percent (4%) included in the above rates is deemed to be in lieu of paid statutory Holidays as defined in Article 12.

13.03 Vacation Eligibility

Vacation eligibility shall be:

a)	one (1) or more years completed	two (2) weeks;
b)	three (3) or more years completed	three (3) weeks;
c)	ten (10) or more years completed	four (4) weeks;
d)	fifteen (15) or more years completed	five (5) weeks;
e)	twenty-five (25) or more years	six (6) weeks.

It is understood and agreed that employees must take the weeks of vacation to which they are entitled. However, an employee who has been on lay off for two (2) weeks or more may waive a number of weeks of vacation equivalent to the number of weeks of lay-off. The employee must notify the Company of his decision during the first week upon returning to work.

13.04 Vacation Usage

Employees may use vacation time in single day portions up to ten (10) days maximum throughout the year. Single days cannot be selected until all drivers have booked their regular vacation. The employee must give one (1)

week notice to his supervisor of the day to be taken. The supervisor may accept shorter notice at his discretion. A day cannot be selected in a week where three (3) drivers are scheduled for vacation. Such days selected will be between Monday and Friday.

ARTICLE 14 – WAGES

14.01 Payment of Wages

The Company shall pay wages in accordance with appendix 1 attached hereto and forming part of this Agreement. Employees will be paid every Thursday by direct bank deposit and will be provided with an itemized statement of wages and deductions. When a Statutory Holiday (or series of Statutory Holidays) falls on the regular payday, the deposit will be made on the last working day prior to the Statutory Holiday (or series of Statutory Holidays).

14.02 Terminating Employees

In the case of termination, all wages and vacation pay due an employee shall be provided within three (3) working days of his termination, together with his Employment Insurance Separation Certificate. Employees who voluntarily terminate without notice may be required to wait until the normal payday.

14.03 Shift Differential

Employees scheduled to work the afternoon or night shift, will be paid ninety-five cents (\$0.95) per hour in addition to the applicable rate of pay and will be paid from the start of the regular shift. Employees who work into either shift as an extension of their dispatched job are not eligible for the shift differential.

14.04 New Classifications of Work

When new types of equipment or categories or work are put into use or effect for which established rates of pay are inappropriate, new rates governing such operations shall be subject to negotiation between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect,

14.05 Regular Rate

For purposes of this Agreement, the regular hourly rate of pay will apply to all productive, revenue generating operations, with the exception of those activities

which, because of their nature, have been designated to be included in the mileage rate. This includes but is not limited to driving to and from customers' sites, working within that site, waiting and loading at the customers' site, and off-loading materials received from customers at the designated disposal site.

The Chief Steward or his alternate will be paid regular rate for all time spent at Labour Management Meetings and Grievance Meetings.

The Company agrees that two (2) employees who are members of the negotiating committee will be granted a leave of absence with pay to attend meetings with representatives of the Company for the purpose of negotiating the terms for renewal of this collective Agreement. Such employee(s) shall be paid eight (8) hours for each such day of negotiations at the regular, straight time hourly rate until such time as a "no board" report is issued following the conciliation process.

14.06 Mileage Rate

For purposes of this Agreement, the mileage rate of pay will apply to all dispatches which have an expected return trip distance estimated to be greater than 499 kilometers. 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 or overtime rate as the case may be.

- 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 aforementioned process). Payment for loading will begin at the scheduled loading time only; drivers that 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 dispatch or, per 24 hour period if the dispatch 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 Stops (greater than 15 minutes).
 - 5. Fueling Vehicles.
 - 6. End of Day Duties (eg: paperwork, discussions with supervisors etc.)
 - 7. Customs and Brokerage Delays.
 - 8. Other Non-Road Delays.
 - 9. Two, 15 minute Rest Periods.

- c) The 2nd day of unscheduled layover will be paid at the hourly rate of pay provided the return trip is under 300 miles.
- d) **Because of equipment restrictions, existing Mack roll off trains will only be dispatched on an hourly basis.**

14.07 Shop Rate

The following activities will be paid for at the shop rate:

- Standby Time on Weekends and Holidays;
- Initial Training Period of New Drivers

14.08 Lead Hand

A Lead Hand shall be paid eighty cents (\$0.80) per hour over the classification of which he is in charge (85¢ per hour effective Nov 13,2005).

14.09 Time.Sheets

If the Company changes a time sheet, the employee concerned must be notified in writing of the change not more than two (2) working days after the change occurs.

14.10 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 15 – GROUP BENEFIT PLAN

15.01 Shared Contributions

The Company agrees to contribute one hundred percent (100%) toward the cost of the Clean Harbors Canada Inc. Group Benefit Plan (div. 73). However, the employees will be deducted \$5.00 each per week as their share of the cost.

The composition of the Clean Harbors Canada Inc. Group Benefit Plan (div. 73) may be amended from time to time in accordance with changes in Company policy. **It is agreed that the Union will be consulted prior to any future**

change of carrier. It is further agreed that the level of negotiated benefits will not be modified without the consent of the Union.

As for public plans, the Company will not be required to pay or to reimburse any sums other than what is required of employers under the Employer Health Tax Act.

The Union acknowledges that 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 in this Article.

15.02 Retirement Vehicle

The Company agrees to establish a Group Retirement Savings Plan (GRSP). This plan will replace all former retirement plans, and is the only plan members can participate in, except for those who have elected to remain in the Tricil Plan.

Clean Harbors Canada Inc. will match half the employee's contribution, up to a maximum of three **(3.0%)** of the employee's base earnings, being the equivalent of 40 straight time hours per week at the regular hourly rate.

Effective **January 1, 2008**, the company will match **sixty percent (60%)** of the employee's contribution, up to a maximum of **three point six percent (3.6%)** of the employee's base earnings, being the equivalent of 40 straight time hours per week at the regular hourly rate.

All new employees or members who have not participated in the Tricil Plan will need to be employed for one continuous year before being eligible to participate in the GRSP. For such employees, the employer contributions will be vested after two (2) years of participation in the plan.

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

ARTICLE 16 – GENERAL

16.01 Overtime Meals

The Company shall supply a meal to employees if they are required to work one (1) hour beyond the end of their regular ten (10) hour shift, and where practical, it will be provided at the end of the regular shift. The Company shall also supply an additional meal after every four **(4)** hours of continuous overtime thereafter.

Employees will not normally be paid for the meal break unless he consumes it with no loss in productive activity.

On Saturdays, Sundays, and Holidays as defined in Article 12.01, an overtime meal will be provided if a call-in exceeds four **(4)** hours. In the event of a previously dispatched shift, the first meal will be provided after eleven (11) hours. Additional overtime meals will be provided after every **(4)** hours of continuous overtime thereafter.

Effective **February 11, 2007 up to thirteen dollars (\$13.00)** per meal will be allowed. Employees may elect to receive payment in lieu of an overtime meal.

16.02 Bereavement Pay

In the event of a death of an employee's spouse or child, he will be given the necessary time off and will be paid his regular rate of pay for **up to five (5) days** of missed work between the day of death and the day of the funerals.

In the event of a death in the immediate family (father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, stepparent) an employee will be given the necessary time off and will be paid **up to three (3) days** of missed work between the day of death and the day of the funerals.

In the event of the death of an aunt, an uncle, grandchild, or spouse's grandparents, an employee will be given time off and will be paid his regular rate of pay for one (1) day of missed work the day of the funerals.

16.03 Jury Duty Pay

If an employee is called and is required to serve on a jury, the Company agrees to pay the difference between the amount of jury-duty pay received and ten (10) hours per day at the regular hourly rate of pay.

16.04 Away from Home Living Expenses

In accordance with established Company policy, the Company will pay for the cost of food and lodging for any employee who is required to spend one (1) or more nights(s) away from home. The Company agrees to provide the employee with an adequate cash advance and **fuel** credit cards.

Company drivers who elect at the time of dispatch to spend the night in the sleeper berth and to provide their own meals will receive a per diem of \$45 per night.

16.05 Sub-Contract Work

The Company shall not sub-contract pick-up and delivery work except when the Company does not have sufficient road-worthy equipment available, or does not have sufficient qualified drivers available to carry out the required work in a reasonable length of time.

It is understood that this clause does not restrict the transportation service capabilities of other Company locations outside of Corunna. This clause does not apply to goods and services that are not liquid industrial or hazardous wastes as defined by applicable legislation.

Notwithstanding the above, the intent and purpose of this clause is to provide help in peak periods when regular employees are not available for work and not to circumvent the hiring of full-time employees.

16.06 Delays

In the event of a prolonged delay due to equipment breakdown, snowstorm or ice storm, the Company agrees to reimburse the driver for the cost of accommodations and meals which may result from layover. The driver must report the situation as soon as possible to the dispatcher or his supervisor. The duration of the layover and subsequent resumption of work will be at the discretion of the dispatcher or supervisor.

If because of a prolonged delay, a driver cannot complete his intended dispatch for that day, and the driver has not actually worked, or driven for a distance equivalent to ten (10) hours, he will be paid an amount to equal the ten (10) hours.

Should the delay extend into the next 24 hour period, the driver will be reimbursed through direct payment or compensation for working an amount equal to ten (10) regular hours pay per 24 hour period. For the purpose of this clause, each 24 hour period will coincide with the starting time of the driver(s) current dispatch.

If the delay occurs on a recognized holiday as defined in Article 12.01, overtime rates as defined in Article 12.01 will apply.

16.07 Training Period

The Company will ensure that all employees are adequately trained in the safe and proper method of operating all equipment which they are required to operate.

In the case of new employees the normal duration of the training period will be ninety (90) days from the start of employment.

16.08 Subpoenaed as a Witness

The Company will **pay** an employee who has been subpoenaed as a witness, in a court of law or before a governmental agency and to which the Company has no detrimental interest, eight (8) hours pay per day at his regular straight time hourly rate less any payments received for services as **a** witness.

16.09 Medical Examinations

It is agreed that the Company will pay for all employees required to take a Company medical examination and **MTO** medical, including time spent for such medical, when scheduled together. If the employee elects to have his MTO medical done by **a** doctor of his choice or at a different time, the Company will reimburse him for the cost up to **\$75**. If the employee returns to the yard, he shall be assigned work in the City driver category in accordance with his seniority position,

16.10 Severance Pay

The Company will pay severance pay to employees who are terminated as **a** result of a reduction in the workforce. Severance pay will be calculated as follows:

Six (6) days pay per year of service with a minimum of **5** days pay.

Employees who receive severance pay will lose all recall rights and are deemed terminated upon receipt of payment.

Severance under this provision includes any statutory severance payment due by virtue of applicable legislation.

ARTICLE 17 – SAFETY AND OCCUPATIONAL HEALTH

17.01 Duties and Responsibilities

- a) The Company shall continue to make and enforce reasonable provisions for the safety and health of employees during the hours of their employment. The Union and employees will co-operate with the Company in maintaining and promoting safe working practices.
- b) It shall be the duty of employees to report promptly in writing to the Company all defects in equipment as well as the existence of any other hazard.

- c) It shall be the responsibility of the Company to maintain all vehicles in safe operating condition in accordance with all applicable Federal, Provincial or State regulations.

17.02 Clothing and Safety Equipment

- a) The Company shall supply gloves, goggles, safety helmets and other safety equipment as required by the employer. The Company reserves the right to establish reasonable limits for the replacement of these supplies if employee carelessness results in the loss or destruction of abnormal quantities of these supplies.
- b) The Company shall supply coveralls, or shirts and pants in the warmer weather.
- c) The Company shall supply winter parkas every two (2) years.
- d) The Company agrees to provide a selection of safety boots to choose from, which meets the Ontario Safety Association standards. Boots can be replaced as needed with approval.

17.03 Medical Surveillance Program

As per the Medical Surveillance program, employees who are identified as having results which exceeds the government level will be re-assigned and re-tested in accordance with the medical recommendation from the program doctor or the employee's own physician.


ARTICLE 18 – TERM OF AGREEMENT

18.01 Effective Date of Agreement

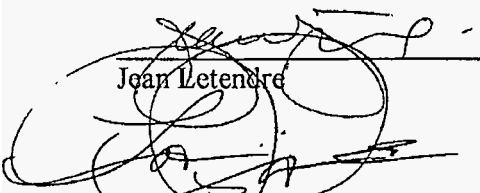
This Agreement shall come in force from date of ratification, and will expire on **November 12, 2009**, and will remain in force thereafter from year to year unless either party gives notice to the other party prior to the expiry but not more than ninety (90) days prior to the expiry day thereof of that party's intention to terminate this Agreement or to negotiate revisions thereof. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiation for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or renewed Agreement.

DATED at CORUNIA, Ontario, this 14th day of JUNE, 2007.


**CLEAN HARBORS
CANADA INC.**



Brian Labrasceur

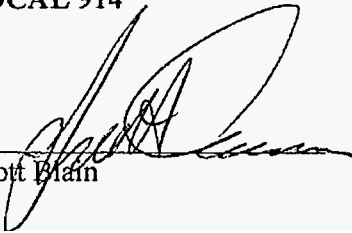


Jean Letendre



Louis Paross


**COMMUNICATION, ENERGY,
PAPERWORKERS UNION
LOCAL 914**




Scott Blain

Ed Garside

Jerry Lefebvre



Glenn Sonier



Mike Baranek

** without prejudice to
Appendix II*

APPENDIX I – WAGES

WAGES	Effective November 13, 2006	Effective November 13, 2007	Effective November 13, 2008
Regular Rate (per hour)	\$26.58	\$27.38	\$28.20
Shop Rate	\$20.39	\$21.00	\$21.63
Mileage Rate	\$0.594	\$0.612	\$0.631

APPENDIX II

Addendum to the Collective Agreement

Re: Lambton Dependent Contractors

This Letter of Understanding is agreed by the parties to form part of this Collective Agreement in the form of an addendum. The basic principles of this Letter of Understanding are as follows:

1. The Company will make available to its Lambton-based, hourly-rated drivers the opportunity to become a Dependent Contractor, providing “Broker” services for Clean harbors Canada Inc. out of the Lambton Facility.
2. “Broker” services are defined and distinguished as those services which, due to customer demands and/or competitive market conditions, as determined by the Company, are required in order to attract, attain and/or retain business.
3. When the Company determines that a Dependent Contractor arrangement is required to perform “Broker” services out of the Lambton Facility, hourly rated employees will be given the first opportunity on a seniority basis to become a Dependent Contractor.
4. In the event no hourly rated employee chooses to become a Dependent Contractor, the Company will offer newly identified dependent contractor vacancies to Independent Contractors. If the following process fails to fill the vacancy the Company may enter into any arrangement as it deems necessary to meet the requirements of 2 above. Independent Contractors will not have the right to bump or otherwise be transferred to a company driver position.

5. The term “Dependent Contractor” as used in this Letter of Understanding is deemed to be synonymous with the term “employee” as used in the Collective Agreement unless specifically stated otherwise,

6. For purposed of the administration of this Letter of Understanding, the terms and conditions of the Collective Agreement apply with the following amendments.

A) Clause 3:07 -- Dues Deductions

The Company agrees to submit to the Financial Secretary of the local union, regular monthly dues on behalf of the Dependent Contractors with the understanding that the Company has the right to recover all such funds advanced by withholding the appropriate amount from the Dependent Contractors invoice.

B) Clause 3:09 – Dues Record

The Company shall furnish the Dependent Contractor with a statement for income tax purposes indicating the amount of union dues paid for the year.

C) Clause 5:02 – Payment of Steward

In the event a Dependent Contractor becomes a steward, claims for payment under this article will be by invoice at the rates specified in Schedule “A”.

D) Clause 7:09 – Dispatching Procedures

The Company shall use the “Dispatch Procedure – Lambton Dependent Contractors” for work dispatched to the Dependent Contractors. The Company and the Union may institute additional dispatch rules or procedures that are mutually agreed upon. Such additional dispatch rules or procedures must be in writing and signed by the parties. In the event of any dispute concerning such agreed upon rules and procedures, the additional dispatch rules or procedures shall be subject to the grievance procedure.

E) Clause 8:05 – Supplementary Agreements

Neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

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

It is understood and agreed that the “Agreement” setting forth the conditions of the business relationship between the Company and the Dependent contractor are

excluded for all purposes from the Collective Agreement between the Company and the Union.

F) Article 11 – Hours of Work

The provisions of this Article do not apply to Dependent Contractors who have entered into Dependent Contractor agreements with the Company. In recognition of the concerns expressed by the Union, the company agrees that all hours worked by the “Dependent Contractors” will conform to the rules, regulations, and intent of the applicable legislation in all jurisdictions traveled. Requested rest periods will not be denied to the driver requesting such rest.

G) Article 12 - Holidays

The provisions of this Article do not apply to Dependent contractors who have entered into Dependent contractor agreements with the Company.

H) Article 13 - Vacations

The provisions of this Article do not apply to Dependent contractors who have entered into Dependent Contractor agreements with the Company.

I) Article 14 - Wages

With the exception of Clauses 14:04 and 14:05 below; the provisions of this Article do not apply to Dependent Contractors who have entered into Dependent Contractor agreements with the Company.

J) Clause 14:04 – Rates Subject to Negotiation

From time to time during the life of this contract, competitive-circumstances may require that the Company and Union develop mutually acceptable “bid” and/or “trip” rates.

K) Clause 14:05 – Regular Rate

In the event a Dependent Contractor becomes the steward, payment for meetings or negotiations shall be at the rates prescribed in Schedule “A”.

L) Article 15.02

Group Benefits and RRSP will be applicable to Dependent Contractors.

M) Article 16 - General

The provisions of Clauses 16:01, 16:03, 16:04, and 16:05 do not apply to Dependent contractors who have entered into a Dependent Contractor Agreement with the Company.

N) Clause 16:02 - Bereavement

In the event of a death in the immediate family (father, mother, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step parents, grandparents and grandchildren) all Dependent Contractors will be given the necessary time off, providing that the period between the day of death and the funeral are working days and the Dependent Contractor attends the funeral.

O) Clause 16:06 - Delays

In the event of a prolonged delay involving a “Dependent Contractor” which are not the result of “Road Incidents” or the failure of equipment owned by the Contractor, the Company agree to pay up to a maximum of eight (8) hours per twenty-four (24) hours per day at the rate prescribed in Schedule “A”.

P) Clause 16:07 – Training Period

In the case of an employee hired as a Dependent Contractor the scope of training will be determined on a case by case basis.

Q) Clause 16:08 – Subpoenaed as a Witness

The Company will pay to a Dependent Contractor who has been subpoenaed as a witness in a court of law or before a governmental agency, resulting from an occurrence while performing work for the company and to which the Company has no detrimental interest, the rate of pay stipulated in Schedule “A” less any payments received for services as a witness.

R) Clause 17:02 (c) - Winter Parka

The provisions of this Article applies to Dependent Contractors who have entered into Dependent Contractor agreements with the Company.

S) Clause 17:02 (d) – Safety Shoes

The provisions of this Article applies to Dependent contractors who have entered into Dependent Contractor agreements with the Company.

T) Schedule “A” – Broker Work Rates of Pay: Lambton Dependent Contractors

1.	All inclusive mileage rate:	Effective 11/12/06	Effective 11/12/07	Effective 11/12/08
	a. (up to 38,500kg's GVW)	\$1.233	\$1.270	\$1.308
	b. (38,500kg's – 53,000kg's)	\$1.292	\$1.330	\$1.370
	c. (over 53,000kg's GVW)	\$1.348	\$1.389	\$1.430

- Includes:
- i) 4 hours combined loading / off-loading per trip.
NOTE: Certain loads will require special rates eg: multiple pick-ups, per ton(ne) / volume rates, etc. Provisions will need to be made for these situations.
 - ii) Vacation Pay
 - iii) All Overtime Pay
 - iv) Statutory Holiday Pay
 - v) Border Crossing Delays
 - vi) **All** Miscellaneous Leaves
 - vii) **All** Road & Weather Delays

2. Company to pay on behalf of Dependent Contractor:

- All Licenses and Permits
- OHIP premium
- Basic Personal Protective Equipment and Uniforms
- Tolls
- Vehicle insurance

3. Dependent Contractor Responsible to Provide:

- Workers Compensation
- Tricil Pension Plan (if applicable)
- Meals and Accommodations
- Driving Fines, etc. (excluding company equipment deficiencies)

4. Hourly Rates:

- With own truck: **\$41.20** per hour (effective Nov 13, 07: **\$42.44**; effective Nov 13, 08: **\$43.71**)
- Without own truck: **Regular rate**

Note: A maximum of eight (8) hours will be paid at the applicable hourly rate in any 24 hour period for loading / off-loading and/or layover delays that exceed 4 hours.

5. Pay for Loading / Off-Loading

- For vacuum tankers only, all hours loading will be paid at the rate of **\$41.20** per hour.
- On all wet line jobs, the first two (2) hours, free-load, and all hours thereafter, loading will be paid at the rate of **\$41.20** per hour. *Also*, the two (2) hours of free-loading and the two (2) hours of free-offloading will not be combined.
- Double roll-off: 1 hour paid to load boxes at the yard; 1 hour free loading at customer site.

6. “Fuel Price Freeze”

The “fuel price freeze” as outlined in the letter dated February 1, 2000 to all Dependent Contractors will be maintained for the duration of the new Agreement.

LETTER OF UNDERSTANDING No. 1

SLEEPER OPERATIONS

The conditions for sleeper operations are as follows:

1. On all sleeper operations, the lead driver shall be selected by the Dispatch Procedure.
2. The second driver shall be chosen by the lead driver from among other drivers available for such work. In the event the lead driver is unable to select a driver of his choice, he must give **up** the trip to the next senior lead driver who is able to select a second driver.
3. The rate for sleeper operations shall **be** two dollars and fifty cents (\$2.50) per hour in addition to the regular rate of pay.
4. The hours during a sleeper operation shall be divided equally between the two drivers. Each driver shall be paid for his share of the sleeper operation hours at the Sleeper Rate, or at one and one half (1 ½) times or two (2) times the Sleeper Rate as applicable under the overtime provisions of Article 11:04 for his accumulated hours per day.
5. The sleeper operation provisions, including the Sleeper rate, will apply for all hours the truck is worked with a sleeper operation arrangement. Otherwise, the regular rate of pay, or the applicable overtime rate of pay will apply for all hours actually worked by each driver.

LETTER OF UNDERSTANDING No. 2
UNPAID LEAVES OF ABSENCE

The Company agrees that each employee who has completed one (1) year of service with the Company shall be entitled to request, in addition to their vacations as specified in Article 13.03, up to one additional week of unpaid leave of absence per year. Such request shall be granted so long as the leave does not occur during prime time vacation periods and does not disrupt the Company's Operations.

LETTER OF UNDERSTANDING No. 3
INTRODUCTION OF DEPENDENT CONTRACTORS

The Company agrees that no employee as of the date of the signing of this agreement will be placed on "Laid-Off" status under the provisions of Article 7.06 due to the use of existing Independent Contractors under the terms of the Collective Agreement.

LETTER OF UNDERSTANDING No. 4

All new broker work will be offered to D/C drivers first.

The current list of work for D/C to select from will include all inner company work outside of Canada as provided to the Lambton facility. All new work that has arrived since November 2004 will be made available for selection. All new projects will be offered first,

LETTER OF UNDERSTANDING No. 5

The dental plan is modified to :

Effective February 11, 2007 Type 1 at 80% co-insurance; Type 2 at 80% co-insurance; Type 3 at 50% co-insurance; all combined to a maximum of \$1,500 per person per **calendar** year. Orthodontics for children of less than 18 years old, at 50% co-insurance, to a lifetime maximum of \$1,500.

The Long Term Disability is modified:

Effective July 1, 2008, the Long Term Disability benefit will be increased to \$1,800 a month for disability commencing after the effective date of change.

The Short Term Disability is modified:

Effective April 1, 2007, the maximum weekly benefits shall be \$800.

LETTER OF UNDERSTANDING No. 6
SHORT TERM INCOME PROTECTION PROGRAM

The purpose of this program is to provide income stability to regular company drivers who are impacted by a temporary lack of work for one to three days in a given week. When a driver is short of 40 hours of pay, he will receive the difference in pay to 40 hours for that week.

- No dispatch beyond 60 hours in a week unless it has been offered to all other drivers in order of seniority;
- When a job occurs outside of normal dispatch time, the senior undispached driver will be called when work becomes available and failing to respond between 10:00 and 11:00 am, he will be credited with the hours;
- The company reserves the right to assign the employee to any available work for which the employee is qualified to perform, which may not be dispatch work.

LETTER OF UNDERSTANDING No. 7
SICK DAYS

Effective January 1, 2007, all bargaining unit employees are entitled to twenty **(20)** hours of paid sick time per contract year. Unused sick days at the end of each contract year will not be paid out.

LETTER OF UNDERSTANDING No. 8
USE OF CONTRACTORS

The Company agrees to meet with the Union over the course of the agreement to discuss and review issues pertaining to contractor, independent drivers and the dispatching of work. The Company agrees to share appropriate documentation regarding dispatch of work in an effort to assist both parties in addressing the education, communication and understanding of dispatching work.

APPENDIX III

DISPATCH PROCEDURE
DEPENDENT CONTRACTORS - LAMBTON

A. DEFINITIONS:

Regular Drivers:

Those drivers employed at Lambton who have not entered into a “Dependent Contractor” agreement with the Company.

Broker Work:

Specific work for generators which because of its competitive circumstances has been priced at a rate which is offered only for “Broker” services provided by “Lambton Dependent Contractors”. Should sufficient Lambton Dependent Contractors not be available, the Company will not be required to offer this work to regular drivers.

“D/C”: The short form for “Lambton Dependent Contractor”

B. PROCEDURE TO INCREASE/DECREASE THE NUMBER OF “D/C”s.

1. The Company will post a notice of intent to add/decrease the number of “D/C”s employed at Lambton. The notice will remain in effect for two weeks during which time interested drivers or “D/C”s will be expected to notify the Company in writing and dated, of their interest in the request. At the end of the notice period drivers will be asked to sign a “Dependent Contractor” Agreement in order of their seniority. In cases where a “D/C” has not complied with the terms of his agreement within 30 calendar days, the agreement will be terminated and the request will be filled by the next seniority driver, or if there is no other seniority driver, from other sources.
2. The Company will review the notifications and make the selection based upon Company seniority of the driver or the “D/C”.
3. Should there not be any interest in the request, the Company will, in the case of an increase, fill the need from outside sources; in the case of a decrease the “D/C” with the least “D/C” dispatch seniority will have his “Dependent Contractor” Agreement revoked, and he will retain his seniority position amongst the regular driver group.
4. In both cases the person(s) selected will be required to finalize all truck preparation plans in order to have the vehicle available for work or taken out of the system within two calendar weeks.
5. With the exception of the first notification made under this procedure, a driver who has requested and has been accepted as a “D/C”, will be placed on the “D/C” dispatch seniority list as of the date of his signing of the “OWNER/OPERATOR” Agreement. In the event multiple additions or reductions are made as the result of a single request, company seniority will determine the order in which the drivers are added to or subtracted from the “D/C” dispatch seniority list,

6. The initial request made under this proposal is one during which time lines for having equipment available may be waived and "Dependent Contractor" Agreements signed with drivers who may have equipment delivered and available for service in an order different than that of their seniority.

C. GENERAL TERMS AND CONDITIONS

1. Each "D/C" will be allowed to indicate to the dispatcher a preference for available or upcoming work, and will be assigned that work according to his "D/C" dispatch seniority, and the actual dispatch procedure.
2. Due to the nature of the "D/C" work assignments, it is strongly recommended that "D/C"s install broad range cellular telephone equipment in their trucks. This will facilitate communications during dispatch and other times, such as road emergencies and/or delays.
3. Drivers hired by Dependent Contractors may temporarily assume the junior position on the "D/C" dispatch list, and be used in preference to an Outside Contractor. Dispatch seniority will only be available during a continuous service session and will not have "D/C" dispatch seniority carried forward from one session to another. Should a "D/C" hire a "regular" driver, it is understood that the "D/C" is the employer and that no rights, privileges, or seniority etc., normally enjoyed by the driver while employed by the Company will apply,
4. Dependent Contractors will be required to service **all** customers which have been designated as "Lambton Broker Work", before any other dispatch opportunities will be offered.
5. From time to time the Company may request that "D/C"s form a team in order to perform work. It is understood that a driver hired by a Dependent Contractor to form the team will carry the same "D/C" dispatch seniority as the "D/C".
6. A Customer may receive a "Broker Required" designation at the sole discretion of the Company, with the understanding that this designation may be subject to review.

When all available D/C work has been dispatched, the undispached D/C's will be allowed to accept the last available dispatch from the regular dispatch list that their seniority permits and that they and their equipment are capable of performing. It is recognized that D/C's will not be considered eligible for "REGULAR DISPATCH" work that does not have a round trip distance greater than 500 kilometers, unless all regular drivers have been assigned work according to the "REGULAR DISPATCH PROCEDURE" and a D/C is still without a dispatch for the next day. In this case he may be offered an assignment where his hourly rate may apply. In no circumstances will he be offered work without his equipment.

8. A "Dependent Contractor" who has voluntarily returned to the "Hourly" paid work group will only be allowed to return to the "Dependent Contractor" group once every three (3) calendar years.

D. DISPATCH PROCEDURE:

1. The assignment procedure will commence at 3:00 p.m. and will be completed by 4:30 p.m. daily Monday through Friday.
2. Any jobs received after 4:30 p.m. will not be available for "D/C"s already dispatched. They will be offered to any undispached "D/C"s if any are available. The dispatcher will be required to use his discretion to fulfill the order should "D/C"s not be available.
3. Any cancelled loads (regardless of the reason for cancellation) will see the "D/C" go to the top of any undispached "D/C" list and he will assume his seniority position in the undispached list.
4. A "D/C" dispatch once accepted will be final under the conditions in which it was offered. (Small delays in starting times, etc., will not be considered as a change in conditions).
5. "D/C"s requesting permission to "book off" will, if granted, not normally be considered available for work until the next day's dispatch at 3:00 p.m.
6. A "D/C" who is off duty or on a run will be contacted at his home phone number or at his truck cellular phone number only. Message machines will be considered an unanswered call.
7. When the dispatcher attempts to contact a "D/C" via telephone and the call is unanswered, the "D/C" will be dispatched according to his seniority.
8. Any "D/C" who has been dispatched according to the unanswered telephone call provisions must contact his dispatcher to confirm his dispatch a minimum of two hours after the close of the "D/C" dispatch procedure. Should it be determined that the estimate of available hours made by the dispatcher is incorrect, the dispatch will be reassigned and the "D/C" will assume the senior position of unassigned "D/C"s. Should the "D/C" fail to contact his dispatcher the job will be reassigned, and the "D/C" will not be available for assignment until the next day (unless contact is made with his dispatcher, in which case he may assume the last position on the "D/C" undispached driver list).
9. Monday's dispatch, along with any known Saturday, Sunday or Holiday runs will be dispatched in accordance with the terms indicated herein by 4:30 p.m. on Friday (unless Friday is a Holiday).

10. Any "D/C" who refuses all available "broker work" or refuses to do the job that may have been assigned to him, but does not wish to be in a book-off position, for the next day will assume the last position on the undispached "D/C" drivers' list which existed at the time of the refusal, he will not be able to cross to the regular driver dispatch list.

APPENDIX IV

DISPATCH PROCEDURE – LAMBTON HOURLY DRIVERS

A. DEFINITIONS:

Night Drivers:

Those drivers who have requested and have been accepted for night work.

Days Work:

All work that has a dispatched starting time within 24 hours of the official close of Dispatch.

B. REQUESTING PROCEDURE

1. The Company will post the required number of drivers it needs for night work.
2. A driver must indicate to management in writing, dated and signed, that he wishes to be a night driver and the effective date. (One (1) calendar week's notice is required).
3. The Company will review the requests and post on the bulletin boards the name of the driver(s) accepted. The selection will be made on qualifications of the driver and seniority.
4. When the Company wants to permanently change the number of drivers in a category, it will post the change one week in advance of the date of the permanent change. If it is a reduction change, the driver(s) affected will be notified in writing at the same time and they will return to the day group.

C. GENERAL

1. Each driver will be allowed to indicate a preference for available assignment according to his seniority, i.e.: the senior man available for direct contact during dispatch preparation time will be allowed his choice of undispached work.

2. When all available work has been dispatched, the senior undispached driver with the accepted experience and qualifications will be offered any additional dispatch which may occur. This procedure will be followed until all available drivers have work.
3. Should work remain undispached, the junior undispached qualified driver will be assigned to the job.

D. DISPATCH PROCEDURE

1. The dispatch (list) procedure will be started at 4:00 p.m. and **will** be completed at 6:00 p.m.
2. Any jobs received after 4:00 p.m. will not be available for those drivers already dispatched.
3. **Any** cancelled loads (regardless of the reason for cancellation) will see the driver go to the top of any undispached driver's list in order of his seniority.
4. When a job occurs which requires a driver with special qualifications, that job will be offered to the most senior undispached driver who has the qualification.
5. A dispatch once accepted will be final under the conditions of which it is offered (small delays in starting times etc., will not be considered as a change in conditions).

However, should a change be of a magnitude that an additional day will be required to complete the job, the driver may decline the original dispatch. The job will be offered to any undispached drivers under the new work provisions of this procedure. The driver will assume his seniority for any work as yet undispached.

6. Drivers requesting permission to "book-off" will, if the request is granted not be considered available until the next day's dispatch at 4:00 p.m. Drivers must make requests prior to 2:00 pm.
7. A driver who **is** off duty will be contacted at his home phone number, or at another designated number, provided the number is not a public place.
8. When dispatch attempts to contact a driver by telephone and the call is unanswered by the driver, the dispatcher will dispatch that driver according to his seniority.
9. **Any** driver who is still on a run at dispatch time will be automatically dispatched, in order of seniority. Should his run extend into overtime of such a length of time as to not allow the required rest time, the dispatch will be deemed to have been cancelled for that driver. This will make necessary the redispaching of the job under the cancellation conditions and the driver will become available for dispatch when his rest time has expired, he will then take his place amongst the undispached drivers, 'according to his seniority.

10. Any driver who has been dispatched according to the unanswered telephone call provision, must contact the dispatcher to confirm the dispatch by 8:00 pm. Failure to do so will result in the cancellation of the driver's dispatch with the driver assumed to be unavailable for dispatch until the following day. The job will become available as new work and will be dispatched as thus,

11. Monday's (with the exception of long weekends) dispatch, along with any known Saturday, Sunday or Holiday runs will be dispatched in accordance with the terms indicated herein by 6:00 p.m. on Friday.

When (non-emergency) new work becomes available on weekends or Statutory Holidays, it will be offered during the hours of 4:00 p.m. and 6:00 p.m. daily to drivers in order of their seniority and qualifications. The contact method used will follow regular dispatch procedure with the exception that work will not be assigned due to unanswered telephones.

12. **Any** driver who refuses all available undispached work, or refuses to do the job that has been assigned, but who does not wish to be in a book-off position for the next day, will assume the last position on the undispached driver's list which existed at the time of the refusal.

13. Whenever the normal job selection process will not allow the chief steward a job for the next day, he will be offered the position of the junior man required for the next 24 hour period (Weekends and Statutory Holidays are excluded) and excluding the Bid-Shift positions.