

COLLECTIVE AGREEMENT

Between:

HALTON RECYCLING LTD. (EMTERRA GROUP)
(hereinafter called the "Employer")

Party of the First Part



And:

CANADIAN UNION OF PUBLIC EMPLOYEES
And its Local 1287
(hereinafter called the "Union")

Party of the Second Part



March 11, 2018 to March 10, 2022

rd/cope491

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 – RECOGNITION	2
ARTICLE 4 – UNION MEMBERSHIP AND CHECK OFF	2
4.01 DISCRIMINATION.....	2
4.02 ALL EMPLOYEES TO BE MEMBERS.....	2
4.03 UNION DUES.....	2
4.04 DEDUCTIONS.....	3
4.05 EMPLOYER SAVED HARMLESS.....	3
4.06 ACQUAINT NEW EMPLOYEES.....	3
ARTICLE 5 – NO ILLEGAL STRIKES OR LOCKOUTS	3
ARTICLE 6 – EMPLOYER-EMPLOYEE COMMITTEE	3
ARTICLE 7 – NEGOTIATING COMMITTEE	4
7.01 NEGOTIATING COMMITTEE.....	4
7.02 PERMISSION TO LEAVE WORK.....	4
7.03 ASSISTANCE OF A NATIONAL REPRESENTATIVE.....	4
ARTICLE 8 – GRIEVANCE PROCEDURE	4
8.01 GRIEVANCE DEFINITION.....	4
8.02 PERMISSION TO LEAVE WORK.....	4
8.03 GRIEVANCE PROCEDURE.....	5
8.04 DEFINITION OF WORKING DAYS.....	5
8.05 POLICY GRIEVANCE.....	5
8.06 EMPLOYER GRIEVANCE.....	6
ARTICLE 9 – ARBITRATION	6
9.01 REFERRAL TO ARBITRATION.....	6
9.02 APPOINTMENT.....	6
9.03 DECISION OF THE ARBITRATOR.....	6
9.04 EXPENSES.....	7
9.05 AMENDING OF TIME LIMITS.....	7
ARTICLE 10 – DISCIPLINE AND DISCHARGE	7
ARTICLE 11 – SENIORITY	7
11.04 PROBATION FOR NEW HIRED EMPLOYEE.....	8
11.05 LOSS OF SENIORITY RIGHTS.....	8
11.06 CONTACT INFORMATION.....	9
11.07 PRIMARY EMPLOYMENT.....	9
11.08 NO TRANSFER OF EMPLOYEES.....	9
ARTICLE 12 – JOB POSTINGS	10
12.01 JOB POSTINGS.....	10
12.02 INFORMATION IN POSTINGS.....	10
12.03 OUTSIDE ADVERTISING.....	10
12.04 AWARDING OF POSITIONS.....	10
12.05 TRIAL PERIOD.....	10
12.06 NOTIFICATION TO EMPLOYEE AND UNION.....	11
ARTICLE 13 – LAY-OFFS AND RECALLS	11
ARTICLE 14 - HOURS OF WORK	11

TABLE OF CONTENTS (CONT'D)

	<u>Page</u>
14.01 HOURS OF WORK	11
14.02 HOURS.....	12
14.03 PAID REST PERIOD.....	12
ARTICLE 15 - OVERTIME.....	12
15.01 OVERTIME DEFINED.....	12
15.02 SHARING OF OVERTIME	12
15.03 NO PYRAMIDING	12
ARTICLE 16 – HOLIDAYS	13
16.01 LIST OF HOLIDAYS	13
16.02 OVERTIME ON HOLIDAYS.....	13
16.03 HOLIDAY ON SCHEDULED DAY OFF.....	13
ARTICLE 17 – VACATIONS	13
17.04 TERMINATION OF EMPLOYMENT.....	14
17.05 VACATION SCHEDULING.....	14
17.06 HOSPITALIZATION / BEREAVEMENT WHILE ON VACATION	14
17.07 ABSENCE WITHOUT PAY	15
17.08 LONG TERM DISABILITY	15
ARTICLE 18 - LEAVE OF ABSENCE.....	15
18.01 UNION CONVENTIONS	15
18.02 BEREAVEMENT LEAVE.....	15
18.03 TIME OFF FOR JURY DUTY	16
18.04 GENERAL LEAVE.....	16
18.05 TIME OFF FOR VOTING.....	16
18.06 UNION LEAVE OF ABSENCE	16
ARTICLE 19 – PAYMENT OF WAGES	17
19.01 PAYDAYS	17
19.02 HIGHER RATE.....	17
ARTICLE 20 - EMPLOYEE BENEFITS	17
20.01 CHANGE OF CARRIERS	17
20.02 LIFE INSURANCE AND AD & D.....	17
20.03 EXTENDED HEALTH CARE BENEFITS.....	18
20.05 LONG TERM DISABILITY:	18
ARTICLE 21 - ATTENDANCE.....	18
21.01 ATTENDANCE BONUS.....	18
21.02 INJURY PAY PROVISIONS	19
ARTICLE 22 - SAFETY AND HEALTH.....	19
22.01 GENERAL SAFETY PROVISIONS	19
22.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	19
22.03 MAINTENANCE OF EQUIPMENT	19
22.04 ACCIDENTS	19
22.05 FACILITIES.....	19
22.06 TRAINING	20
ARTICLE 23 - UNIFORMS AND CLOTHING	20
23.02 GLOVES	20
ARTICLE 24 - NOTICES	21

TABLE OF CONTENTS (CONT'D)

	<u>Page</u>
24.01 CORRESPONDENCE	21
ARTICLE 25 - GENERAL	21
25.01 PLURAL OR FEMININE TERMS MAY APPLY	21
25.02 EMPLOYEES NOT IN THE BARGAINING UNIT	21
25.03 NEW CLASSIFICATION	21
25.04 COPIES OF AGREEMENT	21
ARTICLE 26 – TERM OF AGREEMENT	22
26.01 DURATION	22
26.02 NOTICE OF CHANGES	22
SCHEDULE "A"	23
LETTER OF UNDERSTANDING.....	24

ARTICLE 1 - GENERAL PURPOSE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and encourage harmonious relations, cooperation and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency and economic stability within the Employer and quality of work done to elevate the Employer to the highest possible degree.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) To act in a fair and reasonable manner.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (b) To hire, lay-off, direct, promote, demote, transfer, classify, discipline, suspend or otherwise discharge employees;
 - (c) To determine the skills, qualifications necessary and acceptable performance levels for employees;
 - (d) Generally to manage the business, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations including the number and type of employees necessary for the operation; to select, control and direct the use of all materials required in the operation of the business; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement;

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed by Halton Recycling Ltd., in the City of St. Catharines, save and except Supervisors and persons above the rank of Supervisors, office, clerical, sales and administrative staff and students.

ARTICLE 4 – UNION MEMBERSHIP AND CHECK OFF

4.01 Discrimination

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability, nor by the reason of his membership or activity in the Union or that any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

The Parties agree that there shall be no discrimination or harassment practiced against any employee, in accordance with the Ontario Human Rights Code, the Ontario Labour Relations Act, the Corporate Harassment in the Workplace Policy, the Corporation Respectful Workplace Conduct Policy or the Corporate Workplace Violence Prevention Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behaviour or other offensive conduct.

4.02 All Employees to be Members

All employees of the Employer who are members of the bargaining unit, as a condition of continued employment, shall become and remain members of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members of the Union upon completing their probationary period, but shall pay an amount equivalent to union dues from their first day of employment.

4.03 Union Dues

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws.

4.04 Deductions

Deductions shall be made each payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 20th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made

4.05 Employer Saved Harmless

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

4.06 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in these Articles dealing with Union Membership and Check-Off. The Employer shall provide the new employee with a copy of the Collective Agreement. On commencement of employment, the Employer shall notify the Union through the Local's President/Secretary, c/o the Union Office, including the Unit Vice President of the new hire.

ARTICLE 5 – NO ILLEGAL STRIKES OR LOCKOUTS

- 5.01 Consistent with the terms of Article One of this Agreement which calls for harmonious relations between the parties and encourages joint discussions and negotiations, and in accordance with the Ontario Labour Relations Act, the Union agrees that during the term of this Agreement neither the Union nor any of its members will encourage or take part in an illegal strike of any sort which would negatively impact the operations of the Employer. The Employer also agrees that it will not engage in any form of illegal lockout during the term of this Agreement.
- 5.02 The parties acknowledge the importance of employee's health and safety, protection of the Employer's equipment and the requirement to meet customer obligations. In the event of picket lines employees should contact their immediate supervisor for assistance if they feel an immediate threat to their safety.

ARTICLE 6 – EMPLOYER-EMPLOYEE COMMITTEE

- 6.01 The Employer-Employee Committee shall consist of two (2) employees elected or appointed by the Union and two (2) representatives of the Employer.
- 6.02 The committee shall meet on a quarterly basis at a time that does not negatively impact the daily work schedule. An agenda shall be prepared by each party prior to the meeting and minutes recorded. The parties shall share equally the wages of the employees representing the Union at the meeting.

ARTICLE 7 – NEGOTIATING COMMITTEE

7.01 Negotiating Committee

The Union may elect or appoint not more than three (3) employees to be known as the Negotiating Committee. The Employer will recognize such Committee provided the employees on it have completed their probationary period under this Agreement. The Union shall notify the Employer who is on the Negotiating Committee and if there are any changes to the Negotiating Committee. Time spent in meeting with the Employer shall be without pay.

7.02 Permission to Leave Work

No employee who is a member of the Negotiating Committee shall leave their work to negotiate with the Employer unless prior approval has been granted by the Employer. Each member of the Negotiating committee shall request permission to attend said meetings; such permission shall not be unreasonably denied.

7.03 Assistance of a National Representative

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

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Grievance Definition

A grievance will be defined as any complaint or difference between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is properly subject to arbitration. It is the intent of the parties to address all such disputes as quickly as possible in accordance with the following structure and deadlines.

8.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while presenting grievances as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. No Steward shall leave their work without obtaining **prior permission from the Operations Manager or designate. An Employer vehicle shall not be used for time spent performing any union duties.**

It is understood that the employer will provide additional time off to attend to Union business in order for the Union Representative(s) to return and pick up a company vehicle. This will include potential additional circle checks.

8.03 Grievance Procedure

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

Complaint Stage

The employee will discuss the circumstances of the matter with the **Operations Manager or his designate**. The employee may, if he so requests, be accompanied by a Steward for this discussion. Such discussion must take place within five (5) working days of the event giving rise to the discussion or within five (5) working days of the employee's first opportunity to be aware of the event. The **Operations Manager or his designate** will provide the employee with a verbal response to the matter within five (5) working days of their discussion.

STEP ONE

Failing resolution at the complaint stage, the Grievance Officer will, within five (5) working days of receipt of the **Operations Manager or his designate's** response at the complaint stage, present the grievance in writing to the Operations Manager. All such written grievances must clearly define the nature of the claim, the article(s) of this Agreement which are alleged to have been violated and the remedy being sought. The response of the Operations Manager will be delivered by the Operations Manager within five (5) working days of any meeting convened by the Operations Manager for the purpose of investigating the grievance.

STEP TWO

Failing resolution at Step One, within ten (10) working days of receipt of the written response from the Operations Manager on the Employer's behalf, the Union will meet with the Employer in an effort to resolve the grievance. **Human Resources** or his designate will provide the Union with a written response within ten (10) working days of the meeting.

8.04 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

8.05 Policy Grievance

Policy grievances shall be filed at Step Two of the grievance procedure.

8.06 Employer grievance

Any issue raised by the Employer concerning the application, interpretation, operation or alleged violation of this Agreement must be submitted by the Employer to the Union within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of the time that the Employer ought reasonably have known about the event. Any grievance filed by the Employer against the Union will be treated as if it was filed at Step Two of the grievance procedure and the Employer will have the right to advance the matter to arbitration if it is not satisfied with the Union's response at Step Two.

8.07 **Prior to a grievance being submitted to arbitration, either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.**

The cost of grievance mediation officer's service will be jointly shared by the parties.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

Any decision to advance a grievance to arbitration must be communicated in writing, by the party who initiated the grievance to the other party within thirty (30) working days of the written response at Step Two.

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

9.02 Appointment

If the Employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and the parties shall attempt to select by agreement a Sole Arbitrator. If they are unable to agree within ten (10) working days they shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

9.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.04 Expenses

The parties will jointly and equally bear the fees and expenses of the Arbitrator. The parties will be individually responsible for all other costs associated with proceeding to arbitration such as legal representatives, expert or other witnesses.

9.05 Amending of Time Limits

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

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.01 The Employer will notify the Union and the employee in all discharge or suspension cases as soon as possible after the discharge or suspension, giving the name of the employee concerned and the reason for the discharge or suspension.
- 10.02 Any disciplinary notation issued to an employee shall be removed from the employee's record after twenty-four (24) months. Any additional disciplinary notice during that time will cause the duration to be extended until the employee has gone twenty-four consecutive months with no further disciplinary warning or suspension.
- 10.03 At the time of a formal investigation interview, and at the time where any discipline is issued, an employee shall have the right to have a Union Representative present.**
- 10.04 Upon written request to Human Resources, an employee shall have reasonable access during normal business hours to review their personnel file provided the employee has given the Employer forty-eight (48) hours notice. The employee shall not remove any documents from such file; however, upon request the employee may be given a copy of any document(s) from his personnel file. The employee may request a Union Representative to be present.**

Notwithstanding the above, should an employee be seeking confirmation that any disciplinary letter has sunset from his record, the employee may request such confirmation from Human Resources.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall mean an employee's length of continuous service since his most recent date of hire with the Employer. When two (2) or more employees commenced work on the same day, seniority ranking will be **by first come first served based on hand scanning/clock-in.**

11.02 An employee shall maintain and accumulate seniority under the following conditions:

- a) Provided he has completed his probationary period as defined in this Article, while he is actively at work for the Employer.
- b) For a maximum period of twelve (12) months when he is prevented from working for the Employer by reason of injury sustained in the course of his employment with the Employer, and for which he is in receipt of W.S.I.B. benefits.
- c) For a maximum period of twelve (12) months when he is prevented from working due to illness or injury. During this period, the Employer reserves the right to require the employee to provide medical documentation in support of the ongoing absence.
- d) While on layoff but while in possession of recall rights as set out in Article 13.
- e) While on an approved leave of absence to a maximum duration as set out in this Agreement.

11.03 Part-time employees will accrue seniority based on hours of work relative to the annual average hours worked by full time employees over the 12 month period prior to the signing of this Collective Agreement.

11.04 Probation for New Hired Employee

- a) Newly hired probationary employees will serve a probationary period of seven hundred and twenty (720) hours actually worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his original date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer.

b) Probation for Temporary/Contractual/Agency Employee

Upon permanent hire, temporary/contractual/agency employees will serve a probationary period of four hundred and fifty (450) hours of time actually worked and have no seniority rights during this period. Upon completion of the probationary period, the new employee shall have his seniority dated back to his Emterra hire start date. During probationary period such employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer.

11.05 Loss of Seniority Rights

An employee, who has successfully completed probation, shall lose his seniority and employment in the event:

- a) He is discharged for just cause and not reinstated;

-
- b) He resigns;
 - c) He retires;
 - d) He is laid off for a period of twelve (12) consecutive months;
 - e) He is absent without leave (AWOL), in excess of **three (3)** working days without notifying the Employer, unless such notice was not reasonably possible;
 - f) He fails to report for work, as scheduled, from an approved leave of absence unless through sickness or other just cause provided to the Employer in advance of the return date;
 - g) He fails to return to work within three (3) working days following a lay-off and after being notified by both registered and regular mail to do so, unless he provides medical documentation to prove illness or other documentation approved by the Employer; or
 - h) He utilizes an approved leave of absence to take employment elsewhere.

11.06 Contact Information

It will be the employee's responsibility to inform the Employer in writing of any change to personal contact information which would include home telephone number, cell phone number, and e-mail address which may be used to contact an employee in the event of recall. As well, it is also the employee's responsibility to ensure that the Employer is aware of any change to personal circumstances for benefits and related purposes. If an employee fails to provide new contact information to the Employer, the Employer will not be responsible for any missed notices.

11.07 Primary Employment

It is agreed that full-time employees working for the Employer have this as their primary employment. It is incumbent on the employee to notify the Employer of any other employment that may impact the employee's ability to perform their duties. For professional drivers, this includes a requirement to disclose whether the other employment will have an impact on the Employer's Commercial Vehicle Operating Record (CVOR). The Employer reserves the right to refuse to allow the other employment. If it is found that any employee's secondary employment impedes the employee's ability to carry out his regular duties for the Employer, disciplinary action up to and including termination may be taken.

11.08 No Transfer of Employees

No employee shall be transferred to a position outside the bargaining unit without their consent.

ARTICLE 12 – JOB POSTINGS

12.01 Job Postings

When a permanent vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the **President/Secretary of the Union** in writing and post notice of the position on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. One subsequent opening created by the original posting procedure shall be posted and filled in accordance with the Collective Agreement. Employees who wish to be considered for the posted position shall signify their desire by making written application within the five (5) working day posting period.

12.02 Information in Postings

Job Postings will include the following information:

- Nature of the position;
- Qualifications;
- Required knowledge, education and skill;
- Shift;
- Wage rate or range;
- Ability or level of physical fitness required.

12.03 Outside Advertising

Outside advertising may be posted concurrent to an internal posting however it is agreed that internal applicants will be considered first.

12.04 Awarding of Positions

In promotions, transfers, layoff and recall, the following factors shall be considered:

- a) Seniority;
- b) Knowledge, skill, efficiency and ability to perform the normal requirements of the job;
- c) Physical ability to perform the functions of the position;

When factors (b) and (c) are relatively equal factor (a) shall govern.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of fifteen (15) days worked in order that he may have a brief familiarization and training period if required. In the

event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification or wishes to decline the new position, they shall be returned to their former position, wage rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority. In the event an employee is unsuccessful in the new position, the Employer does not have to repost the position. Alternative candidates that applied to the original job posting will be considered first provided they meet the job posting requirements.

12.06 Notification to Employee and Union

Within fifteen (15) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board and the **President/Secretary of the Union** shall be notified.

The President/Secretary of the Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 Both parties recognize that job security should increase in proportion to the length of service, all other things being equal. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority provided the employees remaining have the qualifications, knowledge, skill, efficiency and ability to perform the work. Employees bumping into a new position shall be given a brief familiarization and orientation period not to exceed eight (8) hours, if required.

13.02 No new employees will be hired until those laid off have been given an opportunity of recall, employees shall be recalled in order of seniority provided the employees being recalled have the qualifications, knowledge, skill, efficiency and ability to perform the work for which they are being recalled. Upon recall employees may be given a brief familiarization and orientation period not to exceed eight (8) hours, if required.

13.03 The Employer shall notify employees in writing who are to be laid off by providing them with five (5) working days notice before the layoff is to be effective. If any of the employees laid off have not had the opportunity to work five (5) days after the notice of layoff, he shall be paid in lieu of work for that part of the five (5) days during which work was not made available.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of or limitation on hours of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.

14.02 Hours

The normal work week for Commercial, Residential Drivers and Loaders shall consist of five, nine and one half (9.5) hours a day, made up of five (5) days, Monday to Friday.

Normal Starting Time:

Day Shift: 5:00 a.m. - 8:00am

14.03 Paid Rest Period

An employee shall be permitted one unpaid lunch period of thirty (30) minutes and two paid rest periods of **fifteen (15)** minutes each in the first and second halves of a shift.

14.04 Reporting Pay Guarantee

Unless an employee is notified not to report for work, an employee who reports for work at his regular shift starting time and for whom no work is available shall receive not less than three (3) hours of any work that is available at the rate of pay applicable to the job provided, or if no work is available, the employee will receive three (3) hours pay at his regular straight time hourly rate.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

Time actually worked in excess of an employee's regularly scheduled work day of nine and one half (9.5) hours or forty-eight (48) hours per week, will be paid for at time and one-half (1½) the regular rate for such employees.

15.02 Sharing of Overtime

Where there is a full shift of unscheduled overtime available for one employee or multiple employees, the Employer will post the overtime opportunity soliciting volunteers. If there are more volunteers than there are opportunities, the senior volunteering employees will be selected to work the overtime. If there are an inadequate number of volunteers to fill the available vacancies, the most junior qualified employees will be scheduled to work the overtime shift(s).

15.03 No Pyramiding

In no case will there be duplication or pyramiding of overtime hours.

ARTICLE 16 – HOLIDAYS

16.01 List of Holidays

An employee who has completed his initial probationary period shall receive without working the equivalent of one (1) day's pay at his basic rate for each of the following holidays regardless of the day on which the holiday is observed.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Canada Day
Christmas Day	Boxing Day
Victoria Day	

and any other day proclaimed as a holiday by the federal, provincial or the municipal Government.

16.02 Overtime on Holidays

If an employee is required to work on any of the said holidays, they shall be paid for the holiday in accordance with Article 16.01 plus time and one half (1½) the holiday rate for all hours worked.

16.03 Holiday on Scheduled Day Off

If a statutory holiday falls on an employee's scheduled day off, the Employer shall pay the employee one (1) day's pay at the employee's straight time hourly rate, with the payment to be made in the current pay period.

ARTICLE 17 – VACATIONS

17.01 Full Time Employees shall accrue an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Credited Service as of January 1 of Current Year	Vacation	%
Less than one (1) year	1 working day for each month up to a maximum of 10	4%
One (1) year or more	2 weeks	4%
Five (5) years or more	3 weeks	6%

17.02 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's pay in lieu thereof payment to be made in the current pay period.

17.03 Vacation pay will be accrued at the appropriate percentage (indicated in Article 17.01) based on the current year's total wages (gross annual earnings minus previous year's vacation pay). The vacation accrual shall be banked on a weekly basis and shown on each pay stub. Employees may elect to have their vacation pay paid when they take their vacation days or allow it to grow until they choose to have it paid out. **Employees will be granted a "one time" opportunity to withdrawal their vacation monies over and above their preplanned vacation times each vacation year.**

17.04 Termination of Employment

An employee whose employment is terminated for any reason shall receive vacation pay for the period to which he is entitled in accordance with the Employment Standards Act of Ontario.

17.05 Vacation Scheduling

The Vacation year shall run from January 1st of each year to December 31st. The Employer agrees to post an annual vacation schedule by November 15th of each year, with the schedule remaining posted for a period of two (2) calendar weeks. During this two (2) week posting period, employees will be required to indicate their vacation preference. The Employer will post a final vacation schedule by December 15 of each year. Where there is a conflict between two (2) or more qualified employees within a classification for a week of vacation time, the more senior qualified employee will have the choice of vacation weeks.

Once the Employer has posted the final vacation schedule it shall not be altered unless by mutual consent.

The Employer reserves the right to take reasonable steps when scheduling vacation to ensure the efficient operation of the enterprise. This may require the imposition of limits on the number of employees, by classification, who are permitted to be on vacation at the same time.

All employees must take off a minimum of ten (10) vacation days within the vacation year, any employee who elects not to state a preference for vacation time when asked to do so by the Employer, will be assigned vacation time.

17.06 Hospitalization / Bereavement while on Vacation

Where an employee is hospitalized (i.e. is admitted to a recognized hospital) or qualifies for bereavement leave as defined at Article 18.02 of this Agreement during his annual vacation period, there shall be no deduction from vacation entitlement for such absence. The period of hospitalization or bereavement will be scheduled as additional vacation time at a time satisfactory to both the employee and the Employer. Proof of

hospitalization or entitlement to bereavement may be requested by the Employer prior to approving any such arrangement.

17.07 Absence Without Pay

An employee who has been absent without pay for a period of two (2) or more consecutive months, except for Pregnancy and Parental Leave as defined by the Employment Standards Act of Ontario, shall be entitled to a prorated vacation entitlement consistent with the hours actually worked.

17.08 Long Term Disability

The vacation entitlement accrued and credited for a full-time employee shall be paid out effective the date the employee is approved for Long Term Disability benefits by carrier, if requested by the employee.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Conventions

Provided there is no hardship to the Employer, leaves of absence without pay shall be granted upon the request to the Employer for two (2) employees elected or appointed by the employees to represent the Union at Union seminars and / or conventions. Such time shall not cumulatively exceed a total of more than twenty (20) days in any one (1) contract year. It is further understood that the Union will give the Employer as much advance notice as possible of any proposed leaves for these purposes, but in any event no less than four (4) weeks' notice.

18.02 Bereavement Leave

The Employer shall pay an employee at his straight time hourly rate for up to five (5) consecutive days pay, concluding on the day following the funeral, for time lost to attend and / or arrange the funeral of one of the following members of his immediate family.

- o Spouse (including common-law spouse)
- o Child

The Employer shall pay an employee at his straight time hourly rate for up to three (3) consecutive days pay, concluding on the day following the funeral, for time lost to attend and / or arrange the funeral of one of the following members of his immediate family.

- o Sibling
- o Grandchild
- o Parent

The Employer shall pay an employee at his straight time hourly rate for one (1) days' pay to the day of the funeral, for time lost to arrange and / or attend the funeral of one of the following family members.

- o Grandparent
- o Mother-in-law
- o Father-in-law
- o Brother-in-law
- o Sister-in-law

An employee may be granted four (4) hours unpaid leave to attend a funeral as pallbearer, provided such employee makes a written request to the Operations Manager or his designate twenty-four (24) hours' in advance of such requested time off. The Employer has the right to request proof that the employee attended the funeral and was in fact a pallbearer.

18.03 Time Off for Jury Duty

Any employee called upon to serve jury duty will be paid the difference between whatever payment the employee receives from the court and the employee's regular straight time hourly rate for the day. Payment will be for no more than three (3) days per year per employee. Proof of service on a jury and payment received from the court will be required before payment is processed.

18.04 General Leave

The Employer will grant leave of absence per the Employment Standards Act for employees who have successfully completed their probationary period.

18.05 Time Off for Voting

All eligible employees will be allowed time off to vote in federal, provincial and municipal elections in accordance with the prevailing statute.

18.06 Union Leave of Absence

An employee who is elected or selected to a full-time position with the Union or any group with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request by the Union, during the term of office. Such employee shall receive his regular pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits within thirty (30) days of an invoice being rendered, during the period of absence. If the employee is to return to the bargaining unit, no less than thirty (30) days written notice of the return will be provided by the Union to the Employer.

- 18.07 Employees requesting early departures/late starts must complete the required Early Departure Form and submit this form to the Operations Manager or his designate twenty-four (24) hours prior to the requested departure time. Provided there is no hardship to the Employer, early departure/late start requests shall be granted on a first come basis for a maximum allotment to two (2) employees per day.**

ARTICLE 19 – PAYMENT OF WAGES

19.01 Paydays

The Employer shall pay wage rates in accordance with Schedule “A” attached hereto and forming part of this Agreement. Employees shall be paid bi-weekly every other Friday by direct deposit and will receive an itemized statement of wages and deductions, including any incentive payments.

19.02 Higher Rate

When an employee is assigned by the Employer to work in a position carrying a higher rate of pay for a period of **two (2)** or more hours during a scheduled shift, the employee shall receive the higher rate of pay for the work performed at the higher rate.

When an employee is assigned by the Employer to temporarily work in a position in a lower paid classification, the employee shall continue to be paid at his regular rate of pay.

- 19.03 Qualified Trainer Premium of fifty cents (\$0.50) per hour while training other employees only.**

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Change of Carriers

It is understood that the Employer may, at any time, substitute another benefits carriers for any benefits plan, provide the employee benefits remain the same and the Union is provided with no less than thirty (30) calendar days' notice of the planned change of carrier.

20.02 Life Insurance and AD & D

The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to one (1X) times an employee's

annual earnings for the most recently completed calendar year to a maximum of \$200,000.

20.03 Extended Health Care Benefits

The Employer shall offer all employees who have completed their probationary period an Extended Health Care Plan. The employee can opt out of participation in extended health and dental benefits only provided the employee can prove to the Employer's satisfaction that he has benefits coverage through other means. It is mandatory that all employees participate in the Accidental Death and Dismemberment Benefit, Long Term Disability Benefit and Life Insurance.

The Employer shall pay sixty-five percent (65%) of the benefits plan premiums and the employee shall pay thirty-five percent (35%) of the benefits plan premium.

The Employee Contribution Fund shall be removed from all employees.

20.04 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (i) While on paid leave of absence or Family Medical Leave.
- (ii) While on pregnancy and parental leave as required by the Employment Standards Act.
- (iii) While receiving WSI for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- (iv) While absent due to illness to a maximum of one (1) year.

20.05 Long Term Disability:

An employee eligible to receive Long Term Disability benefits will receive 66.7% of the first \$2,250 of earnings per month, 50% of the next \$2,250 of earnings per month and 40% of the remainder of monthly earnings to a maximum of \$4,000 per month.

ARTICLE 21 - ATTENDANCE

21.01 Attendance Bonus

Employees shall receive an attendance bonus of fifty cents (\$.50) per hour for all hours worked. Employees will be granted two (2) "grace" days each calendar year before they are penalized financially (in accordance with their current practice) for lost time. The two (2) grace days may be either consecutive or independent.

21.02 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

ARTICLE 22 - SAFETY AND HEALTH

22.01 General Safety Provisions

The Employer and the Union agree that they mutually desire to maintain high standards of health and safety for the employees in order to prevent injury and illness. The Employer and the Union agree to establish a Joint Occupational Health and Safety Committee consisting of Employer and Union **appointed** representatives. The Committee will be responsible for making health and safety related recommendations to the Employer.

22.02 Joint Occupational Health and Safety Committee

It is agreed that the parties will establish a Joint Occupational Health and Safety Committee in accordance with the Ontario Health & Safety Act with no fewer than three (3) members from each party. The Employer will pay participating Committee members at their regular straight time hourly rates of pay for the time required to attend scheduled meetings.

22.03 Maintenance of Equipment

The Employer acknowledges its statutory obligation to properly maintain and equip its vehicles and agrees that it will abide by and honour all such legislated requirements.

22.04 Accidents

Any employee who is injured while at work will, if required, be transported to the nearest physician or hospital and the Employer will either provide such transportation or pay for the cost of such transportation. An employee injured during a shift who is not able to return to work following the injury, will be paid for the full duration of the scheduled shift.

22.05 Facilities

The Employer will provide all employees **with** personal lockers and shower facilities.

The Employer will provide **parking spaces** for employee personal vehicles.

22.06 Training

The Employer will make arrangements for periodic health and safety training of employees. Attendance at such training may be made mandatory by the Employer and any employee attending such training will be paid at straight time rates, irrespective of the day of the training or the hours worked during the work week in which the training occurs.

ARTICLE 23 - UNIFORMS AND CLOTHING

23.01 The Employer shall supply each employee the following on the 15th of November of each year:

- (a) **Five (5) T-Shirts per year**
Four (4) pair of Coolworks Work Pants or equivalent per year
One (1) three in one (3 in1) Parka
One (1) sweatshirt (Safety)
- (b) **The Company will coordinate for a third (3rd) party supplier in November of each year, to provide the service of supplying C.S.A. six-inch (6") safety footwear to employees. The Employer agrees to contribute up to a maximum of one-hundred and seventy-five dollars (\$175.00) towards the cost of the C.S.A. safety footwear each year and any safety footwear that is selected by the employee that is above the rate of one hundred and seventy-five (\$175.00) shall be paid by the employee by payroll deduction on the next employee pay cycle deposit.**
- (c) **New employees shall be provided with personal protective equipment (safety glasses, gloves, hard hat) immediately upon hire. If for whatever reason the employee leaves the Employer within the probationary period, there will be a fifty-dollar (\$50.00) payroll deduction on their final pay.**

23.02 Gloves

The Employer agrees to provide each employee with gloves on an as-needed basis where there is demonstrable wear, provided the employee returns the used pair of gloves before receiving new gloves. Gloves will be those recommended by the Joint Occupational Health and Safety Committee and approved by the Employer.

Eyewear

The Employer agrees to provide each employee with safety eyewear (clear, tinted lenses) as required. Eyewear will be those recommended by the Joint Occupational Health and Safety Committee and approved by the Employer.

ARTICLE 24 - NOTICES

24.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Union through the Local's President/Secretary.

ARTICLE 25 - GENERAL

25.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require. Additionally, whenever the word "Company" is used herein, it shall be construed to refer to the Employer.

25.02 Employees Not in the Bargaining Unit

Employees of the Employer whose jobs are not in the bargaining unit shall not work on jobs included in the bargaining unit which, as a direct result, will cause the lay-off or reduction in an employee's normal hours, except where such work is done for the purposes of instruction, experimentation or in an emergency situation where no bargaining unit employee is readily available.

25.03 New Classification

When a new position, not covered by the classifications in Schedule "A", is established by the Employer during the term of this Agreement, the rate of pay for the new position will be established by the Employer. If the Union disagrees with the rate of pay established by the Employer the parties will meet to discuss the rate of pay and if no resolution is reached, the Union will have the right to advance the matter to the grievance and arbitrations procedures if necessary. If the rate is subsequently increased, the increase will be retroactive to the date the grievance related to this matter was filed.

25.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall supply sufficient copies of the Agreement within thirty (30) days of signing. The cost of which will be shared 50-50 by the Employer and the Union.

ARTICLE 26 – TERM OF AGREEMENT

26.01 Duration

This agreement shall be binding and remain in effect from **March 11, 2018, to March 2022** and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of sixty (60) to ninety (90) days prior to termination date that it desires its termination or amendment.

The Employer agrees that in the event there are legislative changes that are superior to the conditions in the Collective Agreement, during the term of this agreement, the superior benefit shall apply.

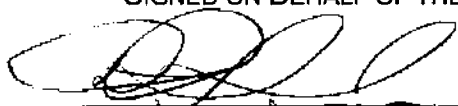
26.02 Notice of Changes


Either party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new agreement.


Signed and Dated in St. Catharines this 8th day August, 2018.

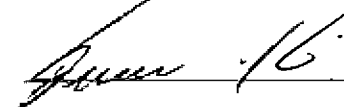
SIGNED ON BEHALF OF THE EMPLOYER


SIGNED ON BEHALF OF THE UNION




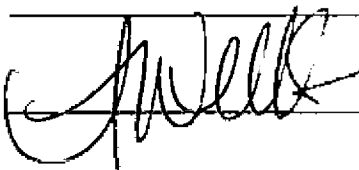
David Kukulski












HALTON RECYCLING LTD. (EMTERRA GROUP)
&
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

SCHEDULE "A"

Position	Year One (March 11, 2018)	Year Two (March 11, 2019)	Year Three (March 11, 2020)	Year Four (March 11, 2021)
Commercial Front Loader	\$20.88	\$21.14	\$21.36	\$21.62
Commercial Rolloff	\$20.61	\$20.87	\$21.08	\$21.34
Residential Driver	\$19.51	\$19.75	\$19.95	\$20.20
Residential Loader	\$15.50	\$15.69	\$15.85	\$16.05
Driver / Driver	\$20.05	\$20.30	\$20.50	\$20.76
Side Loader	\$20.33	\$20.59	\$20.79	\$21.05
Truck Fueler/ Maintenance	\$18.49	\$18.72	\$18.91	\$19.15
Maintenance/Welder/Painter	\$21.69	\$21.97	\$22.19	\$22.46
Maintenance/Tires	\$19.07	\$19.31	\$19.51	\$19.75

New

LETTER OF UNDERSTANDING

Between:

Halton Recycling Ltd. (Emterra Group)

And:


Canadian Union of Public Employees and its Local 1287

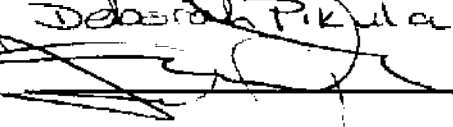
The Employer will investigate and implement an Employee Assistance Program within three (3) months from the date of ratification provided that the maximum amount spent per employee on such program does not exceed seventy-two dollars (\$72.00).


Signed and Dated in St. Catharines this 8th day August, 2018.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Deborah Pikula




Ann 16

