

COLLECTIVE AGREEMENT

between

WASTE CONNECTIONS OF CANADA
(hereinafter called the "Employer")
Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1338-02
(hereinafter called the "Union")
Party of the Second Part



Effective: January 1, 2019
Expiry: December 31, 2023

Table of Contents

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION.....	1
ARTICLE 4 - UNION MEMBERSHIP AND CHECK OFF	2
ARTICLE 5 - ACQUAINT NEW EMPLOYEES	3
ARTICLE 6 - EMPLOYER-EMPLOYEE COMMITTEE.....	3
ARTICLE 7 - NEGOTIATING COMMITTEE.....	4
ARTICLE 8 - GRIEVANCE PROCEDURE	4
ARTICLE 9 - ARBITRATION.....	6
ARTICLE 10 - DISCHARGE.....	8
ARTICLE 11 - SENIORITY.....	8
ARTICLE 12 - JOB POSTINGS	10
ARTICLE 13 - LAY-OFFS AND RECALLS.....	11
ARTICLE 14 - HOURS OF WORK.....	12
ARTICLE 15 - OVERTIME	14
ARTICLE 16 - SHIFT WORK	15
ARTICLE 17 - HOLIDAYS.....	15
ARTICLE 18 - VACATIONS	16
ARTICLE 19 - EMPLOYEES’ RETIREMENT SAVINGS PLAN.....	18
ARTICLE 20 - LEAVE OF ABSENCE	20
ARTICLE 21 - PAYMENT OF WAGES	22
ARTICLE 22 - AUTOMOBILE	23
ARTICLE 23 - EMPLOYEE BENEFITS.....	23
ARTICLE 24 - SAFETY AND HEALTH	25
ARTICLE 25 - UNIFORMS AND CLOTHING.....	26
ARTICLE 26 - GENERAL CONDITIONS	27
ARTICLE 27 – EMPLOYEE AT RISK PROGRAM/PREVENTABLE ACCIDENTS AND CONTINUATION OF AGREEMENT	28
ARTICLE 28 - NOTICES	28
ARTICLE 29 - GENERAL.....	28
ARTICLE 30 - TERM OF AGREEMENT	29
LETTER OF UNDERSTANDING	31
Re: Commercial Helper Classification	31
LETTER OF UNDERSTANDING	33
Re: Cross Training.....	33
APPENDIX “A”	34
SCHEDULE A	36
PARTICIPATION AGREEMENT.....	36

ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The management of the operations of the Employer and the direction of its employees shall continue to be vested in the Employer including the right to hire, discharge, transfer, promote, demote, discipline and schedule employees subject to the terms of this Agreement and subject also to the right of the Union and/or the employee concerned to lodge a grievance in the manner provided in this Agreement.
- 2.02** The Employer will not make any written or verbal agreements with the employees which may conflict with the terms of this collective agreement.

ARTICLE 3 – RECOGNITION

- 3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Ottawa, Ontario, save and except Assistance Service Manager, persons above the rank of Assistant Service Manager, office and clerical staff, and dispatchers. If the Employer relocates any part of the present operations covered by this Agreement within the City of Ottawa, the Collective Agreement shall be applicable to the relocated operation(s).
- (a) It is understood and agreed that the Employer may use agency employees from time to time and these Employees shall not be covered by the Collective Agreement. This applies to agency employees who are employed to replace bargaining unit members on sick leave, injured, vacation, approved leaves, or other unforeseen incidental duties.
- (b) If agency employees continue to be employed after a three (3) month period, the Employer and the Union shall meet to discuss the need to extend the time frame. If the parties are unable to agree on an extension, either party may proceed as per the Collective Agreement or the *Labour Relations Act*.

- (c) If the agency employees continue to work after the three (3) month period, he/she will be covered under the terms of the Collective Agreement unless the three (3) month period is extended by agreement.
- (d) Notwithstanding the above, should the Employer request that the three (3) months be extended the parties shall meet within two (2) weeks of the three (3) months ending to discuss the extension. The request for extension will not be unreasonably withheld.
- (e) If there are employees on lay-off who can do the work it shall be offered to them before using agency employees, providing such laid-off employees can be contacted and are readily available.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK OFF

4.01 All Employees to be Members

All employees of the Employer, 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 in the Union having completed forty-five (45) working days of employment, but shall pay an amount equivalent to union dues from the first day of employment.

4.02 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.

4.03 Deductions

Deductions shall be made from the payroll period at the end of each week and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.

4.04 Employer Saved Harmless

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

ARTICLE 5 - ACQUAINT NEW EMPLOYEES

5.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in these Articles dealing with Union Membership and Check-Off.

5.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative. The Steward or Representative will provide him with a copy of the Collective Agreement.

5.03 Crossing picket lines

An employee will not be required to cross a picket line from an Employer where a strike or lock-out is in effect. Failure to cross a picket line or to handle goods from an Employer when a strike or lock-out is in effect will not be considered a violation of this Agreement.

ARTICLE 6 - EMPLOYER-EMPLOYEE COMMITTEE

6.01 Employer-Employee Committee

The Employer-Employee Committee shall consist of two (2) employees elected or appointed by the Union and two (2) representatives of the Company.

6.02 The committee shall meet at the request of either party at a mutually agreeable time and place. An agenda shall be prepared before the meeting and minutes recorded. The parties shall share equally the wages of the employees representing the Union at the meeting.

6.03 Where a supervisor intends to interview an employee for disciplinary purposes, the employee shall have the right to have his Steward present. This clause does not apply where management requires an employee to assist in the investigation of an accident.

6.04 An employee shall have the right at any time to review his personnel record after making an appointment with his Supervisor. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his/her personnel record.

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 and the Union notifies the Employer in writing of the names of such employees from time to time. Members of the Negotiating Committee shall also form the Grievance 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 his work to negotiate with the Employer without notifying his supervisor.

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 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 he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

No member of the Grievance Committee shall suffer loss of pay or benefits when attending meetings with the Employer.

8.02 Grievance Procedure

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

Before a grievance is filed the aggrieved employee shall first discuss the subject matter of the grievance with his immediate Supervisor. The employee shall have the assistance of his Steward or Union designate.

Step 1:

If no settlement is reached during the informal step set out in (a) above, the aggrieved employee with the assistance of his Steward or Union designate, shall present the grievance, which shall be reduced to writing and signed by him, to his immediate Supervisor within ten (10) working days of the occurrence of the alleged grievance. The Supervisor shall give his decision in writing within five (5) working days following presentation of the grievance to him.

Step 2:

Failing settlement being reached in Step 1, the grievance shall be submitted in writing to the Operations Manager within ten (10) working days after disposition of the grievance in Step 1. The Operations Manager, within ten (10) working days of receipt of the grievance at Step 2 shall convene a meeting with the Grievance Committee and the full-time representative of the Union. The Operations Manager, shall reply to the grievance, in writing, within five (5) working days of the meeting.

Step 3:

Failing a satisfactory settlement being reached in Step 2, the Union may, within ten (10) working days of receipt of the reply at Step 2, submit the matter to arbitration in accordance with Article 9.01.

8.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of the employees, the Union, or the Company has a grievance, Step 1 of this Article may be bypassed. However, it is expressly understood that the provision 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.

8.04 Grievance of Unsafe Conditions

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

8.05 Grievance in Writing

Grievance and replies shall be in writing at all stages.

8.06 Facilities

The Employer shall supply a reasonable facility for the grievance meetings. A full-time representative of the Union will only enter the Employer's premises after making a prior arrangement to do so.

8.07 Supplementary Agreements

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

8.08 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

8.09 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 Appointment

If the Company 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) days they shall then request the Minister of Labour for the Province of Ontario 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 provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

9.04 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. However, the Arbitrator shall have the power to dispose of a discharge or a discipline grievance by any arrangement which he deems just and equitable.

9.05 Expenses

The parties will jointly bear the fees and expenses of the Arbitrator.

9.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which the Arbitrator shall do within five (5) days.

9.07 Amending of Time Limits

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

9.08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses as well as any other witnesses.

ARTICLE 10 - DISCHARGE

10.01 Grievance on Discharge

A claim by an employee who has completed his probationary period, that he has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Manager or his designate within ten (10) working days after the employee ceases to work for the Company. Step 1 of the Grievance Procedure will be omitted in any such case.

10.02 Discharge Procedure

Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the Company's action in dismissing the employee;
- (b) reinstating the employee with full compensation for the time lost, including all benefits, except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case;
- (c) by any other agreement which is reasonable in the opinion of the parties or the Arbitrator.

10.03 Just Cause and Union Representation

An employee may be disciplined or discharged but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of his Steward or Union executive member. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

10.04 Adverse Report

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 11 - SENIORITY

- 11.01 (a) Seniority is defined as the length of continuous employment in the bargaining unit.
- (b) For purposes of promotion transfer, demotion, lay-off, permanent reduction of the workforce and recall, seniority shall apply.

- (c) Where possible, temporary assignments shall be offered, and assigned to qualified employees in accordance with seniority.

11.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be updated and two (2) copies furnished to the Union two (2) times per year in January and July.

11.03 Probation for New Hired Employee

A newly hired employee shall be on probation for a period of forty-five (45) working days. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The termination of a probationary employee shall be deemed to be for just cause.

After the completion of the probationary period, seniority shall be effective from the original date of employment.

All employees, with the exception of residential helpers and general labourers if the company establishes a residential division, shall be required to hold a valid DZ driver's license to operate all PWS vehicles.

11.04 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 Employer.

11.05 Loss of Seniority Rights

An employee shall lose his seniority and employment in the event:

- (1) He is discharged for just cause and not reinstated; or
- (2) He resigns; or
- (3) He is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
- (4) He fails to return to work within five (5) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address; or
- (5) He is laid off for a period longer than twelve (12) months.

ARTICLE 12 - JOB POSTINGS

12.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the Bulletin Board for a minimum of five (5) working days so that all members will know about the vacancy or new position.

Applicants shall indicate their desire to apply for the position by signing the job posting, a completed copy which shall be provided to the Union. Any employee on a leave of absence, including vacation, for the duration of the posting period shall be deemed to have applied.

12.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

12.03 No Outside Advertising

No outside advertising of any vacancy shall be placed until the applications of present employees have been fully processed.

12.04 Role of Seniority in Promotions and Transfers

Within the bargaining unit, transfers, promotions, or appointments shall be made of the applicant having the required qualifications. If more than one (1) applicant has the required qualifications, seniority shall govern.

12.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He shall be placed on trial for a period of thirty (30) days worked. 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, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

12.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

12.07 Employment of the Handicapped or Aged Employee

In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, or being unable to perform their normal duties due to advancing years, every effort will be made by the Employer to give such employees such suitable employment as is available and such employee shall have priority in any light work available.

12.08 No Transfer of Employees

No employee shall be transferred or assigned to a position outside the bargaining unit without his/her explicit consent. Employees assigned or transferred to a position outside the bargaining unit for more than sixty (60) working days within a calendar year shall be deemed to have lost all seniority.

12.09 Pay on Transfer, Higher Rated Job

When an employee is assigned by the Employer to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for the day such work is performed.

12.10 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 Lay-offs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off, subject to Article 11.01, by reverse order of their seniority providing those remaining have the 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.

13.02 Continuation of Benefits

Employees on a lay-off for a period of less than six (6) months shall have their coverage under the Employee Group Benefit Plan continue during such period of lay-off.

13.03 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.04 Advance Notice of Permanent Lay-off

For employees who have worked three (3) continuous months but less than two (2) years, the Company will give to the employees concerned ten (10) working days notice of permanent lay-off in advance of the effective date of such permanent lay-off or pay in lieu of.

ARTICLE 14 - HOURS OF WORK

14.01 Shop Hours

The normal workweek for Shop employees shall consist of forty (40) hours per week, made up of five (5) days, eight (8) hour days, Monday to Saturday.

Starting time:

Day Shift	between 5:00 a.m. and 7:00 a.m.
Afternoon	between 1:00 p.m. and 4:00 p.m.
Night Shift	between 10:00 p.m. and 2:00 a.m.

14.02 Commercial Hours

The normal workweek for Commercial Drivers and Helpers shall consist of forty-two and one half (42 1/2) hours per week, made up of five (5) days, Monday to Saturday. The normal workday is eight and one half (8 1/2) hours.

The employer will provide each employee the normal hours of work each scheduled day. Should the scheduled route not fulfil the normal hours of work, the employer will provide alternate work to fulfil said hours. Should

the employee refuse the alternate work offered, the employee will be paid only for the hours worked in that day.

Starting time:

Day Shift between 4:00 a.m. and 6:00 a.m.

14.03 Residential Hours

The normal workweek for Residential Drivers and Helpers shall consist of forty-two and one half (42 1/2) hours per week, made up of five (5) days, Monday to Saturday. The normal workday is eight and one half (8 1/2) hours.

The employer will provide each employee the normal hours of work each scheduled day. Should the scheduled route not fulfil the normal hours of work, the employer will provide alternate work to fulfil said hours. Should the employee refuse the alternate work offered, the employee will be paid only for the hours worked in that day.

Starting time:

Day Shift between 5:00 a.m. and 8:00 a.m.

14.04 Shift Premium

A Shop Employee shall receive a shift premium in the amount of two dollars (\$2.00) per hour for any hours worked on afternoon, evening or night shifts.

The shift premium pay shall not apply in calculating vacation pay and holidays or any other paid leave.

14.05 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.

14.06 Eating Period

An employee shall be permitted an unpaid eating period of thirty (30) consecutive minutes per shift.

14.07 Reporting Pay Guarantee

An employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

Call-in Times

If an employee is called in to work during his off hours, he shall be paid for four (4) hours work at straight time or time and one-half for all hours actually worked, whichever is the greater amount.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

Time actually worked in excess of an employee's regularly scheduled work day or work week shall be paid for at time and one-half (1½) their regular hourly rate.

15.02 Sharing of Overtime

Overtime and call-back time shall be divided equally among employees who are available and qualified to perform the available work. The Employer shall keep overtime to a minimum. If an insufficient number of senior employees decline such work, qualified junior employees shall be required to perform the work.

Notwithstanding the above, overtime required on a Saturday, Sunday or Statutory Holidays shall be distributed in order of seniority to employees who have indicated their availability, and shall not count towards the equal distribution of overtime.

Overtime required on a Saturday, Sunday or Statutory Holidays shall be distributed in order of seniority to employees who have indicated their availability by signing up on the "Availability Sheet" posted at dispatch. In this regard, the Employer shall post overtime opportunities no later than 9 am on the Monday prior to the Saturday, Sunday or Statutory Holidays for which the work is required. The list shall remain posted until 8 am on the subsequent Thursday. The resulting schedule will be posted by 12 pm on the same day.

15.03 Meal Allowance

An employee required to work more than two (2) hours overtime per day shall be provided with a meal allowance as follows:

Effective on ratification :	\$11.75
Effective January 1, 2020 =	\$12.00
Effective January 1, 2021 =	\$12.25
Effective January 1, 2022 =	\$12.50

15.04 Sunday Work

If any employee is required to work on a Sunday, he shall be entitled to double time his regular hourly rate of pay.

ARTICLE 16 - SHIFT WORK

16.01 Definition of Shifts

The organization of the work of the employees by shifts shall be determined from time to time by the Employer, provided however such arrangements shall first be discussed with the employees concerned and the Union. The Employer agrees to provide no less than two (2) weeks notice when changing the regular start time of an employee.

ARTICLE 17 - HOLIDAYS

17.01 List of Holidays

The following holidays shall be provided to all employees who have completed their probationary period. Such holidays shall be paid at the employee's regular rate of pay.

Floater Day	Labour Day
New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
First Monday in August	Family Day

If any of the above holidays fall on a Saturday or Sunday, the employees shall be paid for one (1) extra day at their regular rate of pay:

17.02 Absence from Work

In order to be entitled to payment for a holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday, provided that an employee who fails to so work due to leave of absence, lay-off or illness which is verified to the satisfaction of the Employer, shall not thereby be

disqualified from receiving holiday pay provided he has worked on one (1) or more of the five (5) working days prior to the holiday and returns to work on any of the five (5) working days following the holiday.

17.03 Overtime on Holidays

If an employee is required to work on any of the said holidays, he shall be paid for the holiday in accordance with Article 17.01 plus time and one half (1½) the holiday rate for all hours worked. Employees required to work on Saturday, to make-up for collection not made due to the holiday, shall be paid time and one half (1½) their regular Hourly Rate pay for the Saturday as defined in Schedule "A".

17.04 Holiday on Scheduled Day Off

If a statutory holiday falls on an employee's scheduled day off, the employee may elect not to be paid for that statutory holiday and to select in lieu an additional day off with pay at a time mutually agreeable between the Employer and the employee within sixty (60) days of the statutory holiday. If the day off is not taken within sixty (60) calendar days, the Employer shall pay the employee one (1) day's pay at the employee's straight time hourly rate.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

An employee shall receive vacation and vacation pay on the basis of an employee's service as of the employee's anniversary date:

- (a) Up to one (1) year - one (1) day per month up to a maximum of ten (10) days – four per cent (4%) of total earnings
- (b) Two (2) weeks after one (1) year – four per cent (4%) of total earnings
- (c) Three (3) weeks after five (5) years – six per cent (6%) of total earnings
- (d) Four (4) weeks after ten (10) years – eight per cent (8%) of total earnings
- (e) Five (5) weeks after twenty (20) years – ten percent (10%) of total earnings.

The vacation pay will be proportionate to the amount accrued to date in accordance with the foregoing.

The Employer will provide each employee with a statement indicating the time period(s) covered by the vacation pay. Employees shall have the option of receiving vacation pay either in one (1) annual lump sum payment or vacation with pay.

18.02 Ontario Employment Standards Act

Employees with less than one (1) year service whose employment is terminated for any reason shall receive vacation pay on severance, proportionate to a number of vacation days earned to date and not used, in accordance with the *Ontario Employment Standards Act*.

18.03 Vacation Pay on Termination

Employees with more than one (1) year service whose employment is terminated for any reason shall receive vacation pay on severance, proportionate to a number of vacation days earned to date and not used, in accordance with the foregoing. In the event of the death of an employee, his estate shall be credited with vacation pay determined as above.

18.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay during his current vacation period.

18.05 Vacation Schedule

Vacation selection forms shall be made available on or before the third (3rd) work week of January of each year, and are due to be returned no later than the day before the start date of the following block of vacation selection. When preparing the annual vacation schedule, the Employer will, subject to its right to maintain a qualified working force, give preference as to vacation dates of employees based on length of service, for those employees who have submitted their vacation request form as of before the start date of the following block of vacation selection. If the employee has submitted its vacation request form on or after the start date of the subsequent block of vacation selection, the Employer will, subject to its right to maintain a qualified working force, give preference as to vacation dates based on the employee's length of service, after the subsequent block of vacation selection is processed and before the start date of the following block of vacation selection. Vacation schedules shall be posted by the end of the second work week in March of each year and subject to a two (2) week period in which an employee may contest its accuracy, shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation requests submitted subsequent to the end of the second work week in March shall be considered on a first

come, first serve basis, but shall not result in the displacement of any other employee. Vacations shall commence immediately following an employee's regularly scheduled days off. Subject to the Employer's right to maintain a qualified working force, employees will be allowed to have two (2) continuous weeks of vacation during the months of June, July and August.

18.06 Vacation Pay on Retirement at Age 65

On retirement, an employee shall be entitled to the same vacation or vacation pay which he would have earned if he had continued in employment to the end of the calendar year.

18.07 Unbroken Vacation Period

Full weeks of vacation will be prioritized over single days. When all full weeks will be booked, the single days will be allowed to be submitted.

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Except that during the months of June, July and August, an employee shall be entitled to receive only two (2) weeks of his vacation in an unbroken period.

ARTICLE 19 - EMPLOYEES' RETIREMENT SAVINGS PLAN

In this Article, the terms used shall have the meanings as described:

- 19.01**
- (a) "Plan" means the Multi-Sector Pension Plan
 - (b) "Applicable Wages" means gross wages for all hours worked and in addition:
 - (i) the hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all employees in the bargaining unit not presently covered under the BFI defined benefit plan for certain employees of the Employer.

19.02 In addition to the Canada Pension Plan, every employee who has completed sixty (60) calendar days of employment shall participate in the Plan. Commencing January 1, 2009, each Eligible Employee shall contribute for each pay period an amount equal to four per cent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four per cent (4%) of Applicable Wages to the Plan.

19.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

19.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 19.04 or the Agreement include:

(a) To be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

(b) To be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To be Provided Initially and as Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

(d) To be Provided Annually but No Later than December 1st

- Current complete address listing

19.05 The Employer agrees to be bound by the terms of Agreement. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

19.06 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

19.07 This Agreement does not apply to and has no impact upon the existing closed membership BFI defined benefit plan for certain employees of the Employer.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Union Conventions

Leave of absence without pay shall be granted upon the request to the Employer to not more than (3) employees elected or appointed by the employees to represent the Union at Union seminar and conventions. Such time shall not cumulatively exceed a total of more than thirty (30) days in any one (1) contract year. It is further understood that at least two (2) weeks notice in writing shall be given for any such leave.

20.02 Bereavement Leave

In the event of a death in the immediate family of the employee covered by this Agreement, the Employer agrees to grant time off and to make up the employee's regular pay computed at his straight time rate for any absence up to five (5) days from his regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean:

- Parent, step-parent, foster-parent
- Sibling
- Grand parent, step-grandparent, foster grandparent

- Child, step-child, foster-child
- Grandchild, step-grandchild, foster grandchild
- Spouse
- Mother-in-law, Step Mother-in-law, Foster Mother-in-law, Father-in-law, Step Father-in-law, Foster Father-in-law

In the event of death in the extended family of the employee covered by this Agreement, the Employer agrees to grant time off and to make up to employee's regular pay computed at his straight time rate for any absence up to three (3) days from his regularly scheduled work for the purposes of attending at or making arrangements for the funeral.

Extended family shall mean:

- Grand parent, step-grandparent, foster grandparent of the spouse

An employee shall be granted up to three (3) days leave from his regularly scheduled work, without pay, for the purposes of attending at or making arrangements for the funeral, in the cases of death of brother-in-law, sister-in-law, aunt, uncle, niece or nephew or any relative that was residing in the same household.

20.03 Time Off for Jury Duty

The Employer will reimburse an employee for all regularly scheduled time lost while the employee is on jury duty or subpoenaed as a Crown Witness. Such reimbursement shall be the difference between the employee's regular rate of pay and the amount he received for such jury duty or witness fee. The employee will be required to show that he was on jury duty or acting as a Crown Witness and he will be required to establish the amount of money he received for such duty.

20.04 General Leave

The Employer may grant up to thirty (30) days leave of absence to an employee for personal reasons, having due regard to the operation of the Employer's business, providing such request is in writing and the reasons for requesting the leave are stated. Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave granted, the purpose of it, and the terms, if any, on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discipline. A leave of absence under this paragraph may be extended for an additional thirty (30) day period if a request in writing for the extension is received by the Employer before the leave has expired and if the Employer and the Union mutually agree. The Union will be notified of all leaves of absence under this paragraph. The granting of such leave shall not be unreasonably withheld.

Any leave of absence under this paragraph:

- (a) shall be without pay; and
- (b) shall be without loss of seniority unless agreed to the contrary between the Employer and the employee or between the Employer and the Union.

20.05 Time Off for Voting

Employees who are qualified to vote shall, on election days, be allowed time off with pay, if necessary, for voting in accordance with the provisions of applicable Federal and Provincial laws and in accordance with any by-law of the Municipality in which an employee may reside.

20.06 Unpaid Leave of Absence for Full-time or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed an unpaid leave of absence without loss of seniority during his term of office.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his term of office. Such employee shall receive his pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (d) For absences under (a) or (b) above, benefits may be continued as in Article 13.02 above.

ARTICLE 21 - PAYMENT OF WAGES

21.01 The Employer shall pay wage rates in accordance with Appendix "A", attached hereto and forming part of this Agreement. Employees shall be paid bi-weekly by direct deposit. On each pay day employees shall be provided with an itemized statement of wages and deductions.

21.02 Payment of Legal Fees

- (a) That where an employee is charged with an offence under the Criminal Code, the Highway Traffic Act or other Statute, for an act done while performing his duties, said employee shall be responsible for his own defence including the retaining of legal counsel and in the event of his being acquitted of the charge, said employee may be reimbursed for such reasonable legal expenses incurred, up to a maximum of five hundred (\$500.00) dollars, provided that for the purposes of this sub-clause "acquitted" shall include the withdrawal of the relevant charge.
- (b) Where an action or proceeding is brought against an employee which, in the opinion of the Employer, affects or might affect such employee and has arisen out of his employment, the Employer may pay such judgement, costs and reasonable legal expenses incurred by such employee as may be determined by the Employer.

21.04 Professional Fees and Licenses

The Employer shall pay licensing fees of Mechanics that are required to have a Truck/Coach license and the General Automotive License. In addition, the Employer shall pay licensing fees of Drivers that are required to have an "AZ" license and/or a "Clam" or "Boom" certification, the licensing and medical fees to have an "AZ" license and medical fees to have a "DZ" license.

ARTICLE 22 - AUTOMOBILE

- 22.01** No employee shall be obliged to use his personal vehicle for the Employer's business.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Payment of Premiums

The Employer agrees to pay the premiums for the following plans:

- (a) Ontario Health Insurance Plan (OHIP). (Employees resident in Quebec will receive the equivalent amount of what the Employer pays the employees resident in Ontario towards OHIP premiums less any difference in the benefit costs deduction between similar categories for Quebec and Ontario resident employees).

- (b) The Employer agrees to contribute one hundred per cent (100%) of the premium towards the cost of the Employer's present Group Welfare Plan and supply up-to-date correspondence outlining such plans. Employees will become eligible for Group Welfare Plan effective the first of the month following sixty (60) calendar days.
- (c) The Group Benefit Plan with vision care increased as follows:
Effective upon ratification = \$224.55
- (d) The Employer agrees to provide coverage for eye examination every twenty-four (24) months as follow:
Effective upon ratification = \$107.50
- (e) Hearing aids – five hundred dollars (\$500.00) per ear, each twenty-four (24) months.
- (f) The Employer agrees to provide coverage for dental care every twelve (12) months as follows:
Effective upon ratification = \$1,500.00

23.02 Workers' Compensation Premiums Payment

The Employer agrees to continue its contribution for such benefit coverage to employees absent due to injuries compensable under Workers' Compensation up to a period of six (6) months from the time of injury.

23.03 Short-Term Disability Benefits

The Employer agrees to provide short-term disability benefit equal to seventy per cent (70%) of an employee's regular wage including overtime pay (averaged over the past four (4) weeks). Such benefits are payable from the first day of absence due to accident or hospitalization and from the third (3rd) day of absence due to illness.

The Union acknowledges that the unemployment insurance reductions allowed to the Company by virtue of the existence of a short-term disability plan shall be retained by the Company.

23.04 Employees shall participate in the Company's Pension Plan effective May 28, 1990, in accordance with the attached Letter of Understanding.

23.05 Effective January 1, 2020, employees shall be entitled to four (4) sick days leave per calendar year with pay.

Employees may elect to cash out sick leave at the end of the calendar year.

ARTICLE 24 - SAFETY AND HEALTH

24.01 Safety Provisions

The Union and the Employer recognize and accept the responsibility to make and enforce adequate and reasonable provisions for the safety of the employees during the hours of their employment.

24.02 Gloves

The Employer will provide leather gloves to employees. Employees must return worn out gloves to receive a new pair.

24.03 Maintenance of Trucks

All trucks shall be maintained in good working order in accordance with the Ontario Ministry of Transportation and Communications regulations.

24.04 No Working Inside Boxes

No employees shall be required to work at any time inside the box of a closed or open truck while garbage is being loaded.

24.05 Fire Extinguishers

All garbage trucks will be equipped with a fire extinguisher and first aid kit which will be properly maintained.

24.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

24.07 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

24.08 Covered Trucks

All trucks used for transportation of employees shall be covered and heated and air conditioned.

24.09 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay unless a doctor states that the employee is fit for further work on that shift.

24.10 Discipline Resulting from Accidents

The Employer shall notify the Union within five (5) working days from the date of accident of any action taken against an employee resulting from a vehicular accident, provided that all necessary evidence, such as police reports, required by the Employer to determine the responsibility for the accident are available.

ARTICLE 25 - UNIFORMS AND CLOTHING

25.01 The Employer shall supply the following in December:

- (a) Drivers/Loaders
 - Five (5) t-shirts per year (with pockets)
 - Five (5) Long sleeve T-Shirt/Sweatshirts per year (with pockets)
 - Five (5) Short or pants as selected by the employee per year
 - One (1) winter parka or vest every two (2) years (Safety or Regular)
 - Two (2) summer jackets per year
 - One (1) rain suit (issued as required maximum yearly)
 - One (1) per year Neo Grippers (with stud replacement as required)

- (b) The Employer will supply to the mechanical staff five (5) shirts and five (5) pairs of pants per year, five (5) coverall changes per week and one (1) winter parka and one (1) set of insulated coveralls (Safety or Regular) each year.

The Employer shall ensure that all clothing to be provided hereunder shall be of good quality and fit.

As a condition of employment, all employees are required to wear such uniforms during working hours and are not permitted to alter the uniform.

- (c) The Employer agrees to contribute towards the cost of C.S.A. approved safety footwear on the following basis:

Summer wear:
\$225.00
(payable on March 1st)

Winter wear:
\$225.00
(payable on September 1st)

All employees must wear C.S.A. approved safety footwear at all times during working hours.

Note: Effective January 2022 and the duration of the contract, the employee boot allowance will be \$250.00 on March 1st and \$250.00 on September 1st.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Competition

No employee shall work or be engaged, directly or indirectly at any job or occupation at any time which is in competition with the Employer's business.

26.02 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes. One-half (½) size lockers will be provided. The Union agrees to co-operate in keeping them clean.

26.03 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union with the Employer's approval, shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.04 Theft Insurance

The Employer shall provide theft insurance for each maintenance employee who is required to have his own tools left on site.

Upon request, maintenance employees shall provide an inventory of personal tools kept at the workplace, and update the list as required.

26.05 Provision for Tools

The Employer agrees to replace any Maintenance employee's tools that are broken provided the tool is a "quality" tool. In addition, the Employer shall supply all tools of ¾ inch drive and all special tools including flashlights and batteries required for the job.

26.06 Company Showers

The Company will supply showers for employee's use.

ARTICLE 27 – EMPLOYEE AT RISK PROGRAM/PREVENTABLE ACCIDENTS AND CONTINUATION OF AGREEMENT

27.01 Employee Preventable Accident

The Parties recognize the goal of reducing preventable accidents and providing a safe working environment. In the case of a preventable accident the Employer shall have the right to implement discipline up to and including termination. The record of an employee shall not be used against him at any time after twelve (12) months following a suspension or disciplinary action.

27.02 Continuation of Agreement

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

ARTICLE 28 - NOTICES

28.01 Notice by Registered Mail

Any notice required to be mailed to any employee is sufficient if sent by registered mail to his last known address as reported to the Employer. Employees shall be responsible for notifying the Employer of any change of address.

28.02 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Company and the Secretary of the Union.

ARTICLE 29 - GENERAL

29.01 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.

29.02 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, 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.

29.03 Changes in Classification

When any position not covered by the classifications in Appendix "A" is established during the term of this Agreement, the rate of pay for same shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

This applies to the establishment of a residential division or positions.

29.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the 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 30 - TERM OF AGREEMENT

30.01 Duration

This agreement shall be binding and remain in effect from January 1st, 2019, to December 31st, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of sixty to ninety (60-90) days prior to termination date that it desires its termination or amendment.

30.02 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 of the changes proposed. 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.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT AS OF THE _____ DAY OF _____, 2021.

FOR THE EMPLOYER

Ryan Gaucher

Ryan Gaucher (Dec 13, 2021 13:15 EST)

Ryan Gaucher

John Snelling

John Snelling (Jan 4, 2022 17:45 EST)

John Snelling

Deanna Mair

Deanna Mair (Dec 17, 2021 10:58 EST)

Deanna Mair

Craig Richardson

Craig Richardson (Jan 4, 2022 17:30 EST)

Craig Richardson

FOR THE UNION

Ghislain Côté

Ghislain Côté (Dec 13, 2021 16:45 EST)

Ghislain Côté

Dale Perry

Dale Perry (Dec 13, 2021 12:19 EST)

Dale Perry

Donald St. Jean

Donald St. Jean (Jan 14, 2022 06:16 EST)

Donald St. Jean

Nicholas Slack

Nicholas Slack (Dec 31, 2021 07:44 EST)

Nicholas Slack

Cidália Ribeiro

Cidália Ribeiro

db*cope 491
December 7, 2021

LETTER OF UNDERSTANDING

between

WASTE CONNECTIONS OF CANADA

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338-02**

Re: Commercial Helper Classification

The Company will maintain 3 Commercial Rear Load Driver-Driver teams. This will be to support training and relief for open driving roles.

As of February 20, 2020, there are 3 Driver-Driver Teams on Commercial Rear Load:

- Stephane Vaive with Alfege Rivet
- Stephane Lapensee with Rob Gardner
- Marcel Cleroux with Frank Crete

Additionally, there are 2 Commercial Helpers with negotiated terms that will continue to be grandparented and red-circled:

- Frank Crete
- Claude Fuoco

Effective at Ratification, there will be a new classification of “Commercial Helper”. When vacancies exist for “Commercial Helpers”, job postings for these new positions will follow Article 12 of the CBA.

Classification	Effective at Ratification
Commercial Helper	\$24.03

The Apartment contract will maintain teams of a Driver and an Apartment Helper and be paid according to Appendix “A”.

Should an employee in either of the Helper classification wish to obtain their DZ license, the Company will support the employee through paying for their course and providing them on the job training when available.

When driving roles become available, job postings will follow Article 12 of the CBA.

Signed at Ottawa, Ontario this _____ day of _____, 2021.

FOR THE EMPLOYER

Ryan Gaucher

Ryan Gaucher (Dec 13, 2021 13:15 EST)

Ryan Gaucher

John Snelling

John Snelling (Jan 4, 2022 17:45 EST)

John Snelling

Deanna Mair

Deanna Mair (Dec 17, 2021 10:58 EST)

Deanna Mair

Craig Richardson

Craig Richardson (Jan 4, 2022 17:30 EST)

Craig Richardson

FOR THE UNION

Ghislain Cote

Ghislain Cote (Dec 13, 2021 16:45 EST)

Ghislain Côté

Dale Perry

Dale Perry (Dec 13, 2021 12:19 EST)

Dale Perry

Donald St. Jean

Donald St. Jean (Jan 14, 2022 06:16 EST)

Donald St. Jean

Nicholas Slack

Nicholas Slack (Dec 31, 2021 07:44 EST)

Nicholas Slack

Cidália Ribeiro

Cidália Ribeiro

db*cope 491
December 7, 2021

LETTER OF UNDERSTANDING

between

WASTE CONNECTIONS OF CANADA

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338-02**

Re: Cross Training

The parties agree that the Employer may offer Cross Training opportunities to members of Local 1338-02, for the purposes of qualifying employees to work in classifications other than their permanent classification.

The Employer agrees that it shall post notices of training opportunities on the applicable bulletin board. Employees shall be granted training opportunities in order of seniority, provided the employee meets the reasonable standards required.

Training opportunities shall be scheduled during normal working hours at the Employer's discretion, however, in times of short term lay-offs or shift elimination, employees who have signed up for training will be offered the training opportunity, in order of seniority, prior to their shifts being eliminated for the short term duration.

Employees who have successfully cross-trained in order to work in alternate classification(s) shall maintain their permanent position, however they shall be offered temporary assignments in accordance with Article 11.01 (c).

Originally signed on July 18, 2016.

Signed at Ottawa, Ontario this ____ day of _____, 2021.

FOR THE EMPLOYER

Ryan Gaucher
Ryan Gaucher (Dec 13, 2021 13:15 EST)

Ryan Gaucher

John Snelling
John Snelling (Jan 4, 2022 17:45 EST)

John Snelling

Deanna Mair
Deanna Mair (Dec 17, 2021 10:58 EST)

Deanna Mair

Craig Richardson
Craig Richardson (Jan 4, 2022 17:30 EST)

Craig Richardson

FOR THE UNION

Ghislain Côté
Ghislain Côté (Dec 13, 2021 16:45 EST)

Ghislain Côté

Dale Perry
Dale Perry (Dec 13, 2021 12:15 EST)

Dale Perry

Donald St. Jean
Donald St. Jean (Jan 4, 2022 14:15 EST)

Donald St. Jean

Nicholas Slack
Nicholas Slack (Dec 31, 2021 07:44 EST)

Nicholas Slack

Cidália Ribeiro

Cidália Ribeiro

APPENDIX "A"

Classification	Expiry 2018-12-31	Market rate adjustment	Rate	2019-01-01 2.25%	2020-01-01 2.25%	2021-01-01 2.25%	2022-01-01 2.50%	2023-01-01 2.50%
Swing Driver	\$29.40			\$30.06	\$30.74	\$31.43	\$32.22	\$33.03
Front End	\$28.32			\$28.96	\$29.61	\$30.28	\$31.04	\$31.82
Roll-off	\$28.32			\$28.96	\$29.61	\$30.28	\$31.04	\$31.82
Organics Driver Commercial	\$28.32			\$28.96	\$29.61	\$30.28	\$31.04	\$31.82
Organics Driver Residential				\$27.05	\$27.65	\$28.28	\$28.98	\$29.71
Rear Load	\$26.45			\$27.05	\$27.65	\$28.28	\$28.98	\$29.71
Side Load	\$26.45			\$27.05	\$27.65	\$28.28	\$28.98	\$29.71
Boom Truck	\$28.03			\$28.66	\$29.31	\$29.97	\$30.72	\$31.49
Pull-Out Driver	\$25.18			\$25.75	\$26.33	\$26.92	\$27.59	\$28.28
Spare Driver	\$26.45			\$27.05	\$27.65	\$28.28	\$28.98	\$29.71
Apartment Helper	\$22.08			\$22.08	\$23.08	\$23.60	\$24.19	\$24.80
Commercial Helper	\$22.08	\$1.45	\$23.53	\$24.06	\$24.60	\$25.15	\$25.78	\$26.43
Mechanic - Licensed	\$34.03	\$5.20	\$39.23	\$40.11	\$41.02	\$41.94	\$42.99	\$44.06
Mechanic - 4 th year apprentice	\$30.14			\$36.00	\$36.81	\$37.64	\$38.58	\$39.54
Mechanic - 3 rd year apprentice				\$34.00	\$34.77	\$35.55	\$36.44	\$37.35
Mechanic - 2 nd year apprentice				\$29.00	\$29.65	\$30.32	\$31.08	\$31.85
Mechanic - 1 st year apprentice				\$27.00	\$27.61	\$28.23	\$28.93	\$29.66
Welder	\$28.04	\$0.33	\$28.37	\$29.01	\$29.66	\$30.33	\$31.09	\$31.86
Shop Helper	\$19.24			\$19.67	\$20.01	\$20.57	\$21.08	\$21.61

Retro: All retro payments will be calculated on 2.25% increase and will be exclusively applicable to all regular overtime earnings. Market rate adjustments will be excluded from all calculations. Payments from retroactive pay will be processed according to standard payroll processes.

SCHEDULE A

PARTICIPATION AGREEMENT

The Agreement made this 11th day of November 2008

between

**WASTE CONNECTIONS OF CANADA
(the “Employer”)**

- and –

**MULTI-SECTOR PENSION PLAN
by its Trustees
(the “Trustees”)**

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 1338-02 of the Canadian Union of Public Employees (the “Union”), and in consideration of the Trustees making benefits available to the Employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 1st day of January, 2009, (the “Collective Agreement”), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan, this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement.

It is understood that there shall be no liability upon the Employer, to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

ii) To Be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially and as Status Changes

- Full Address
- Termination Date where Applicable (MM/DD/YY)
- Marital Status

7. The Union and the Trustee will indemnify the Employer for any claim against the Employer for any amount in excess of the amounts set out in paragraphs 3 and 4 of this Agreement including for greater certainty any claim arising out of a funding shortfall or deficit whether arising from an actuarial review or otherwise.
8. The Agreement does not apply to and has no impact upon the existing closed membership defined benefit plan for certain employees of the Employer.

Signed at Ottawa, Ontario this 18th day of July 2016.

EMPLOYER:

MULTI-SECTOR PENSION PLAN, by its Trustees
