



COLLECTIVE AGREEMENT

BETWEEN

WASTE MANAGEMENT OF CANADA CORPORATION
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2015
(hereinafter called "the Union")

PARTY OF THE SECOND PART

JANUARY 1, 2023 TO DECEMBER 31, 2025

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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 employees 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 Except as specifically modified by this Agreement, all the rights, powers and authority which management had prior to the signing of this Agreement are retained by the management and remain exclusively and without limitation within the rights of management. Without limiting the generality of the foregoing, management's rights shall include:
- (a) The right to maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discipline or discharge without just cause may be subject matter of a grievance and dealt with as hereinafter provided.
 - (b) The right to select, hire, transfer, promote, demote, classify, lay-off, recall, suspend and select employees for positions.
 - (c) The right to determine the location and operation of the business and its expansion or curtailment, the direction of the working forces, the services to be rendered, the schedule of service, the methods, processes and means of service, job content, quality and quantity standards, the right to use improvement methods, machinery and equipment and the right to decide on the number of employees needed by the Company at any time.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.
 - (e) The question of whether one of the above rights is limited by this Agreement may be decided through the grievance procedure. The Company shall not exercise its right to direct the working forces in a discriminatory manner.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Waste Management of Canada Corporation working at or out of the City of Kingston, the Township of Storrington save and except supervisors, persons above the rank of supervisor, office, sales and technical staff and persons who are regularly employed for not more than thirty (30) hours per week.

The Employer agrees that work performed by employees working out of the Kingston location shall not be transferred to other Waste Management of Canada Corporation employees.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

3.03 **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 except where such work is done for the purpose of instruction, experimentation, in an emergency situation, or in cases mutually agreed upon by the parties, such agreement not to be unreasonably withheld.

ARTICLE 4 - DEFINITIONS

4.01 “Employee” shall mean a person employed on a full-time basis, after probation, in one of the classifications listed in the Appendix “A” of this Agreement.

4.02 Temporary employees who work thirty (30) hours or more per week shall be paid in accordance with Appendix “A” and shall have union dues deducted on a pro-rated basis for each day worked.

Temporary employees may be hired for a period, or periods, totaling not more than seven (7) months at thirty (30) hours or more per week in any period of twelve (12) consecutive months. Employees hired as temporary and retained for a period, or periods, which exceed seven (7) months in any twelve (12) consecutive month period, shall automatically be considered as a full-time employee. The seven month period will be considered a probation term and upon completion, a background verification will be done to determine the employee’s eligibility in becoming a full time employee. If the background verification is a “pass” grade, the employee will be upheld as a full-time employee, with their probation period waived and seniority backdated to their initial start date with the Company.

- 4.03 "Days" means days on which work is scheduled.
- 4.04 "Working Days" means days on which an individual employee is scheduled to work.
- 4.05 "Calendar Days" means uninterrupted consecutive days.

ARTICLE 5 - UNION SECURITY

- 5.01 The Company agrees that each new employee shall, as a condition of employment:
- (a) Become and remain a member in good standing of the Union, and
 - (b) The Company shall deduct from each pay of each employee of the Company, who is in the bargaining unit, such monthly union dues as are levied on all members of the Union, and shall remit monthly the total of such deductions to the Secretary-Treasurer of the Union not later than the fifteenth calendar day of the month following. The Union shall notify the Company at least thirty (30) calendar days in advance of any changes in levies and deductions.
- 5.02 With the first payment of dues, the Company will deliver a list of employees' names and addresses from whom deductions were made and the amount of deductions to the Secretary-Treasurer, Local 2015, of the Canadian Union of Public Employees. With subsequent payments, the Company will show any changes in employees' status or deductions.
- 5.03 The Union will deliver to the Company a letter setting out the amount of monthly dues mentioned in Article 5.01 (b) and the names and addresses of the Officers of the Local.
- 5.04 **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.
- 5.05 **Crossing of Picket Lines**
- An employee covered by this Agreement shall not refuse to cross a legal picket line recognized by the Union. Failure to cross a picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. However a work refusal may result in a wage adjustment in pay.

5.06 No Strike or Lock-Out

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike as defined in the Ontario Labour Relations Act, and the Company agrees that there will be no lock-out as defined in the Ontario Labour Relations Act.

5.07 Assistance of a National Representative

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

ARTICLE 6 - NOTIFICATION TO NEW EMPLOYEES

6.01 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 Security.

6.02 Copies of Agreement

The Employer agrees to print and provide for each employee and each new employee a copy of this Agreement. The Employer further agrees to provide the local CUPE Representative with ten (10) copies of this Agreement.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative and at the same time provide the new employee with a copy of this Agreement. The Union Steward or Representative will be provided with thirty (30) minutes to meet with the new employee.

ARTICLE 7 - COMMITTEES

7.01 Negotiating Committee

The Union may elect or appoint not more than two (2) employees to be known as the Negotiating Committee - the President of Local 2015 and one (1) elected or appointed position.

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 such Committee shall not suffer a loss of pay for time spent in meeting with the Employer.

7.01 Continued

No employee who is a member of the Negotiating Committee shall leave their work to negotiate with the Employer without the prior consent of their management supervisor, which consent shall not be unreasonably withheld.

7.02 Labour - Management Committee

A Labour - Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. Each party shall choose their representatives. The Committee shall enjoy the full support of both parties in the interests of improved service and job security for the employees. The District Manager and the CUPE National Representative shall be ex-officio members of the committee.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet three (3) times per year at pre-scheduled meetings in the months of January, May, and September. Additional meetings may be requested by either the Union or the Employer to deal with time sensitive issues. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Agenda of Committee

The Joint chairpersons shall be responsible for setting the agenda. They shall exchange agenda items at least 1 week prior to the meeting. The members of the Committee shall receive a copy of the agenda at least forty-eight (48) hours in advance of the meeting.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.02 Continued

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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 investigating disputes and 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. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

8.02 Grievance Procedure

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

Complaint Stage

Within five (5) working days of the incident in question or the employee or the Union having been reasonably aware of the dispute, the employee should (with a Steward if the employee desires), discuss the concern verbally and identify it as a potential grievance with the Supervisor to see if it can be explained or adjusted. Any discussion and/or resolution of the concern at this stage will be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Parties.

8.02 Continued

Step One:

If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with their Steward, shall first seek to settle the dispute with the employee's supervisor. A signed Union Grievance form shall be presented to the immediate supervisor containing the matters in issue and specifying the remedy sought within ten (10) working days of the incident in question or the employee or the Union having been reasonably aware of the dispute. The supervisor shall respond in writing within ten (10) working days.

Step Two:

Failing settlement being reached in Step One, the employee(s) concerned, together with the Grievance Committee, shall refer the grievance(s) to the Division Manager or their nominee within ten (10) working days of the Step One Response. The Division Manager or their nominee shall meet with the Employee(s) concerned and the Grievance Committee at pre-scheduled Step Two meetings which will be scheduled for January, May, and September. Grievances to be discussed at Step Two must be received by the Division Manager or their nominee a minimum of seven (7) working days prior to the pre-scheduled meeting date.

A claim by an employee who has completed their probationary period that they have been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Division Manager or their designate within seven (7) working days after the employee ceases to work for the Company. Step One of the Grievance Procedure will be omitted in any such case. A special Step Two hearing shall be scheduled within five (5) working days of the grievance being received by the Division Manager or their designate.

The Division Manager or their nominee shall respond in writing within ten (10) working days of the Step Two meeting.

Step Three:

Failing a satisfactory settlement being reached in Step Two, the Union may, on giving fifteen (15) calendar days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

8.03

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Company has a grievance, Steps One and Two of this Article may be bypassed. However, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee which such employee could themselves 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 shall report to the Health and Safety Committee their concerns; if the situation is not resolved the employee or group of employees 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 starting in Step Three.

8.06 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.

8.07 A specific grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.

8.08 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).

8.09 Facilities

The Employer shall supply a reasonable facility for the grievance meetings.

8.10 Technical Objections to Grievance

Subject to Article 8.02, no grievance shall be defeated or denied by any technical objection.

8.11 By mutual consent, the parties may agree to use the services of a mediator at any stage in the grievance and arbitration process. If so agreed, the grievance(s) shall be put in abeyance to allow time for mediation. The parties agree to share the costs of the mediation.

ARTICLE 9 - ARBITRATION

9.01 Appointment

If 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.

The parties agree that such requests shall be referred to a single Arbitrator. If the parties are unable to agree on an Arbitrator, they shall request the Minister of Labour for the Province of Ontario appoint one.

9.02 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 required steps of the Grievance Procedure.

9.03 Decision of the Arbitrator

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

9.04 Expenses

It is agreed by the parties that they shall share equally all fees and expenses of the Arbitrator.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a written clarification of its decision, which it shall do within five (5) days.

9.06 Amend of Time Limits

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

9.07 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.

9.08 After the grievance procedure as set out in Article 8 has been exhausted, and before an Arbitrator is contacted under this Article, either party may enlist the services of a Grievance Mediator to assist the parties in resolving their differences. In the event a Grievance Mediator is requested, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the parties.

The parties shall jointly share the expense of the Grievance Mediator.

9.09 Consensual Mediation-Arbitration

None of the foregoing provisions prevent the parties from mutually agreeing to a reference to an arbitrator on a mediation-arbitration basis for the purpose of resolving the grievance(s) in an expeditious and informal manner.

ARTICLE 10 - DISCHARGE

10.01 Discharge Procedure

A discharge grievance may be settled under the Grievance and Arbitration Procedure 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;
- (c) by any other agreement which is reasonable in the opinion of the parties or the Arbitrator if appointed.

10.02 Clearing of Record

The record of an employee shall not be used against them at any time in the following instances:

- (a) When twenty-four (24) months have elapsed since a suspension, provided there has been no recurrence of a similar infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar infraction.

10.03 Access to Personnel Files

An employee shall have the right, at a mutually convenient time during normal business hours to have access to and review their personnel file, and shall have the right to respond in writing, one time, per document contained therein. Such reply shall become part of the permanent record. Employees shall have the right to a copy of any information within their employee file. Employees shall be able to review their file once every six months.

10.04 When an employee who is covered by this agreement is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon them, the employee shall be accompanied by a steward.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of continuous employment in the bargaining unit. Seniority shall be used in determining preference for promotions, demotions, transfers, lay-offs and recall.

11.02 Seniority List

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

11.03 Probation for Newly Hired Employees

Every employee hired by the Company hereafter shall serve a probationary period of sixty (60) working days at the salary stipulated in this Agreement for their particular classification and shall be required to pay Union dues pursuant to conditions as detailed in Article 4.01. By mutual agreement between the Union and Employer, the probationary period may be extended an additional thirty (30) working days. Such agreement shall not be unreasonably withheld. During this probationary period, new employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The termination of a probationary employee is at the sole discretion of the Employer and such employee shall not have recourse to the grievance procedure nor shall such employee be re-hired. After completion of the probationary period, if satisfactory, they shall become a permanent employee and shall be paid at the rate of their classification. Seniority shall commence from the effective date of appointment to the probationary staff.

11.04

Loss of Seniority Rights

An employee shall only lose their seniority in the event:

1. he is discharged for just cause and is 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 authorized sickness or other reasonable grounds deemed acceptable by the Employer. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
5. he is laid off for a period longer than twelve (12) months; or
6. he is absent from work for more than twenty-four (24) months due to sickness or accident and subject to any duty to accommodate.

11.05

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 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 in all designated locations as determined by the parties and if required, discussed at Labour Management Meetings, for a minimum of five (5) calendar days so that all members will know about the vacancy or new position.

Vacancy shall be defined as any position that is vacant for a period of three (3) months or longer as a result of sickness or leave of absence. Once the person has returned from sickness or leave the employee taking over the vacated position will be laid off, returned to their former position or re-assigned according to seniority and qualifications.

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 External Advertising

The parties agree that a vacancy may be advertised externally during the internal posting period.

However, any internal applicants will have priority over outside applicants should there be internal applicants who meet the conditions of Article 12.05.

12.04 The Company shall, prior to posting, discuss with the Union the rate of pay for any new classification established during the term of this Agreement.

In the event the parties fail to agree on a rate of pay for the job in question, a grievance may be initiated at Step Three of the grievance procedure.

12.05 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 applicant has the required qualifications, seniority shall govern.

12.06 The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of forty (40) working days. Condition on satisfactory service, the employee shall be declared permanent after the period of up to forty (40) working days. By mutual agreement between the Employer and the Union the trial period may be extended by up to twenty (20) working days.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, he shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary without loss of seniority.

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

- 12.08 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, every reasonable effort will be made by the Employer to give such employees such suitable employment as may be available and such employee shall have priority in any light work available. All accommodations will be reviewed in accordance with the Ontario Human Rights Code.

ARTICLE 13 - LAY-OFFS AND RECALLS

- 13.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided those remaining are qualified to perform the available work. Employees shall be recalled in order of their seniority provided they are qualified to perform the available work. Employees will be allowed up to fifteen (15) working shifts to train to be qualified.
- 13.02 No new employee will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- 13.03 Employees laid off for periods of six (6) months or less may elect to continue their coverage under the Employee Group Benefit Plan during such period of lay-off upon written advice to the Company to that effect and upon receipt by the Company from such employee monthly in advance throughout such period of lay-off an amount equal to such employee's share of the cost of such coverage. Life insurance, accidental death, and dismemberment (AD&D), short term disability and long-term disability benefits will continue for a maximum of three (3) months from the date of layoff. Extended health and dental benefits can continue for a maximum of six (6) months from the date of layoff.
- The Company shall be under no obligation to continue such coverage on behalf of such employee unless and until the amount of such employee's share of the cost of such coverage for any month during the term of such lay-off is paid as herein before provided.
- 13.04 Grievances concerning lay-offs and recalls shall be initiated at Step Three of the Grievance Procedure.

- 13.05 The Employer shall notify the union and the employees who are to be laid off ten (10) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, they shall be paid in lieu of work for that part of ten (10) days during which work was not made available. For employees with less than one (1) year's service, lay-off notice shall be five (5) working days notice or five (5) days pay in lieu of work. The above notice of lay-off will not apply to employees called back by the Company for periods of employment which are thirty (30) calendar days or less. This will not be used by the Company in an arbitrary or unfair manner to circumvent the required lay-off notice as indicated above.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following paragraphs and sections are intended to define the standard hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week, unless specifically stated.
- 14.02 The standard work week shall consist of forty-five (45) hours per week comprised of five (5), nine-hour (9-hour) days.
- 14.03 Employees who are required to work on Saturdays as part of their regularly scheduled work shall alternate from week to week so that they have every second weekend off. A shift on a Saturday will be a maximum of nine (9) hours.
- 14.04 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, as well as one-half (½) hour lunch break in the middle of the shift.
- 14.05
- (a) If an employee is called into work during their off hours (Sundays excepted), they 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.
 - (b) Any employee, who is laid off and recalled to work for short term periods, shall be guaranteed each day nine (9) hours work.
 - (c) Any employee who does not get their forty-five (45) hours in a week may be called in at regular rate of pay. The call-in shall be done by seniority, and the employees will not be required to report if they so desire.
- 14.06 It is understood and agreed that employees shall be allowed sufficient time to wash-up time before lunch period and before quitting time, but in no case shall it exceed five (5) minutes.

- 14.07 If an employee is called into work on a Sunday, they shall be paid for four (4) hours work at straight time or at double time for all hours actually worked, whichever is the greater amount.
- 14.08 If an employee reports for work on their working day and no work is available, the employee will be paid a minimum of four (4) hours pay at the regular rate of pay.
- 14.09 Except in the case of abnormal breakdowns or the curtailment of work for causes beyond its control, the Company shall ensure that the employees covered by this Agreement are provided with forty-five (45) hours of work per week.
- 14.10 An employee required to work a job at a classified rate, which is higher than their own rate, shall receive the higher rate of pay for each hour or part thereof worked at the higher classification.
- 14.11 The standard daily starting time for drivers shall not be later than 10:00 a.m. and shall not be later than 1:00 p.m. for mechanics, Monday to Friday or as mutually agreed between the Union and the Company. This is subject to other relevant provisions of this contract and only applies to one (1) mechanic and only where there are two (2) or more mechanics employed. A working alone policy shall be established.
- 14.12 The Employer agrees that any changes to the present hours of work shall be fully discussed with the Union prior to implementation and if the change would include a second shift, this will be subject to negotiations between the parties to this Collective Agreement.
- 14.13 An employee whose shift starts after 1:00 p.m. will be paid a shift premium of eighty cents (.80¢) for each hour worked. Shift premiums shall not be paid if the employee's hours of work after 1:00 p.m. or before 12:00 a.m. midnight are paid at the appropriate overtime rate of pay.
- 14.14 Stand-By Mechanic
On call Mechanics will receive either four (4) hours pay at straight time or if called in to work shall receive a minimum of four (4) hours at time and one half (1 ½). While on call, Mechanics must be available and able to work. If the employee refuses to come in to work while on call, he will not receive the four (4) hours pay at straight time.

ARTICLE 15 - OVERTIME

15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half (1½) of their basic straight time hourly rate for all hours worked in excess of their regularly scheduled hours for their classification.

The rate for all hours worked on Sunday will be paid at double the rate for basic straight time. An employee who is required to work overtime on Sunday shall be paid for four (4) hours at straight time or at double time for all hours actually worked, whichever is the greater amount.

15.02 Meal Allowance

An employee required to work two (2) hours or more over their regularly scheduled daily hours shall be provided with a meal allowance of thirteen dollars (\$13.00) upon the submission of a receipt of said meal to the Company. The employee shall be allowed to purchase a meal after working two (2) hours or more over their regularly scheduled hours and given a reasonable amount of time to eat the meal. Time spent shall be paid time and at no time shall this exceed fifteen (15) minutes.

15.03 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime payment.

15.04 Sharing of Overtime

Overtime and call back time shall be divided equitably among employees. Employees will co-operate in performing overtime work.

15.05 Overtime During Lay-Offs

There shall be no overtime worked in any operation while there are available and qualified employees on lay-off able to perform the work. This Article will not apply to unscheduled overtime.

15.06 Overtime – Time Off in Lieu

Instead of cash payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate. Such time off shall be at a time mutually agreed upon between the employee and the Employer. An employee may bank up to a maximum of forty-five (45) hours total. Days so accumulated must however, be used prior to December 31st or the Employer shall pay them as a cash payment. This payment will be made on the last pay period of the calendar year.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The following shall be recognized as holidays to be paid at the regular rate with respect to each employee covered in this Agreement:

New Year's Day	Thanksgiving Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Two (2) Float Holidays
Civic Holiday	
Labour Day	

And any National or Provincial holiday declared by the Federal Government or the Government of Ontario.

If any of the above holidays falls on an employee's scheduled day off, the employee shall be paid one (1) day at their regular rate of pay. An employee may choose instead to receive another day off with pay at a mutually agreeable time to the employee's immediate supervisor if the Employer is informed in writing within seven (7) calendar days prior to the holiday. This day will be paid out if not utilized by December 31st.

16.02 Absence from Work

An employee shall be entitled to holiday pay provided that such employees work their scheduled working day immediately preceding, and their scheduled working day immediately following the holiday unless excused in writing by the Branch Manager.

16.03 Overtime on Holidays

If an employee is required to work on any of the said holidays, they shall be paid at one and one-half times (1½) their regular hourly rate for hours worked plus payment for nine (9) hours at regular rate to compensate for the holiday.

ARTICLE 17 - VACATIONS

17.01 Employees shall receive vacation pay on their regular pay days during their vacation. If there is any money still remaining within the vacation entitlement they shall be paid out to the employee on the last pay day at the end of the annual vacation period (last pay day of June).

Length of Vacation

During the first vacation year (July 1 to June 30) in which an employee is employed, they shall be entitled to vacation on a pro rata basis, in accordance with the following schedule:

- | | | |
|-----|----------------------------|--------------------|
| (a) | <u>Service from July 1</u> | <u>Entitlement</u> |
| | 1 month service | 1 day vacation |
| | 2 months service | 2 days vacation |
| | 3 months service | 2½ days vacation |
| | 4 months service | 3½ days vacation |
| | 5 months service | 4½ days vacation |
| | 6 months service | 5 days vacation |
| | 7 months service | 6 days vacation |
| | 8 months service | 7 days vacation |
| | 9 months service | 7½ days vacation |
| | 10 months service | 8½ days vacation |
| | 11 months service | 9½ days vacation |
| | 12 months service | 10 days vacation |
- (b) two (2) weeks after one (1) year as of July 1st - 4% of total earnings for the vacation period ending the prior June 30th.
- (c) three (3) weeks after three (3) years as of July 1st - 6% of total earnings for the vacation period ending the prior June 30th.
- (d) eight (8) years or more as of July 1st - four (4) weeks - 8% of total earnings for the vacation period ending the prior June 30th.
- (e) fifteen (15) years or more as of July 1st - five (5) weeks - 10% of total earnings for the vacation period ending the prior June 30th.
- (f) twenty-five (25) years or more as of July 1st - six (6) weeks - 12% of total earnings for the vacation period ending the prior June 30th.
- (g) The following chart is offered as clarification of the above:

<u>Seniority as of July 1st</u>	<u>Entitlement in Weeks</u>
1 year or less	See (a) above
After 1 year	Two weeks
After 3 years	Three weeks
After 8 years	Four weeks
After 15 years	Five weeks
After 25 years	Six weeks

For purposes of determining vacation entitlement, lay-off time shall be excluded.

17.03 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, if any, in accordance with the Ontario Employment Standards Act.

17.04 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, their estate shall be credited with vacation pay as determined above.

17.05 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, the employee will not be required to utilize vacation credits for the paid holiday but will be entitled to the paid holiday as a day off in accordance with Article 16.

17.06 Vacation Schedule

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. Employees shall submit their vacation requests by April 1st and shall be notified within ten (10) working days if vacation is not approved. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

17.07 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

17.08 If an employee is prevented from going on their scheduled vacation in a vacation year because he is off work and in receipt of WSIB benefits or benefits under the weekly indemnity insurance or long term disability, such vacation shall be rescheduled upon their return to work provided he returns within that vacation year. In any case, the employee remains entitled to vacation pay in the amount provided by this Agreement.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Conventions

Leave of absence without pay shall be granted upon the request to the Employer to not more than two (2) employees elected or appointed by the employees to represent the Union at Union Seminars and Conventions. Such time shall not cumulatively exceed a total of more than fifteen (15) days in any one-contract year. It is further understood that at least two (2) weeks' notice in writing shall be given for any such leave.

18.02 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 their straight time rate for any absence up to five (5) days from their regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean spouse, parent, step-mother, step-father, child, and step-child.

An employee shall be granted up to three (3) days leave from their regularly scheduled work, with pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of brother, sister, mother-in-law, father-in-law, foster parent, brother-in-law, sister-in-law, grandparent, grandchild, son and daughter-in-law or any blood relative who has been residing in the same household.

An employee shall be granted one (1) day leave from their regularly scheduled work, with pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of an aunt, uncle, niece or nephew.

An employee may save one (1) day to attend the memorial service, burial, or cremation at a later date.

18.03 Time Off for Jury Duty

The Employer will reimburse an employee for all regularly scheduled time lost while the employee is on jury duty. Such reimbursement shall be the difference between the employee's regular rate of pay and the amount they received for such jury duty. The employee will be required to establish the amount of money they received for such duty.

18.04 General Leave

The Employer will 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, provided 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 the 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 discharge. A leave of absence under this paragraph may be extended for additional thirty (30) day periods 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.

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.

18.05 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.

18.06 Leave of Absence for Full-Time Union 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 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 leave of absence without loss of seniority during their 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 two (2) years, subject to the approval of the Employer which approval shall not be unreasonably withheld.

ARTICLE 19 - PAYMENT OF WAGES

- 19.01 The Employer shall pay wage rates in accordance with Appendix "A" attached hereto and forming part of this Agreement. Employees shall be paid as they are now. On each pay day, employees shall be provided with an itemized statement of wages and deductions.
- 19.02 Full-time students employed as vacation relief during the school vacation period and who are classified as Pick-up/Labourer Baler shall be paid 80% of the appropriate rate in Appendix "A".
- 19.03 Payroll errors for the amounts in excess of two hundred and fifty (\$250.00) shall be rectified by the issuance of a cheque to the employee as soon as possible but in any event not more than three calendar days of the Company being notified of the error.

ARTICLE 20 - WELFARE BENEFITS

- 20.01 **Payment of Premiums**
The company will maintain the Waste Management base and buy-up benefits plan as described in Appendix B for the duration of the agreement. Base coverage will be 100% paid by the company. Employees who choose the buy-up coverage will pay, through payroll deductions, for the difference in cost between both coverage's.
- 20.02 The Employer agrees to continue its contribution for such welfare coverage to employees absent due to injuries compensable under Workplace Safety and Insurance Board up to a period of six (6) months from the time of injury, as per benefit coverage in Schedule "A" as amended from time to time.
- 20.03 The Union acknowledges that the Employment Insurance Premium Reductions allocated to the Company by virtue of the existence of the sick leave plan shall be retained by the Employer for the provision of the benefits described in this Article.

ARTICLE 21 – PENSION PLAN

- 21.01 The Employer agrees that the Company's current pension plans shall form part of this Agreement. Booklet detailing the pension to be provided to all employees.
Note: This provision applies to employees hired after January 1, 2001. Employees hired prior to January 1, 2001 are on the Tricil Pension Plan.
- 21.02 As of January 1st, 2013, the company will stop contributing to the WM group RRSP and start contributing to the Multi-Sector Pension Plan. Employees currently enrolled in the Tricil pension plan may elect to remain in Tricil plan.

- 21.03 In this Article, the terms used shall have the meanings as described:
- (a) The “Plan” means the Multi-Sector Pension Plan “Applicable Wages” means the wages for all hours worked and in addition:
 - (i) the wages for all hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) all other payments, premiums, allowances and similar payments are excluded.
 - (b) “Eligible Employee” means all employees in the bargaining unit.
- 21.04 Commencing January 1, 2013 each Eligible Employee shall contribute for each pay period an amount equal to 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 4% of Applicable Wages to the Plan. Commencing January 1, 2021, the Employee and the Employer shall each contribute for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.
- 21.05 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.
- 21.06 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 21.05 of the agreement include:
- (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 purposes of calculating past service credit)
 - Gender

- 21.06 (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 Annually And As Status Changes
- Full Address
 - Termination Date Where Application (MMIDDIYY)
 - Marital Status
- (iv) To Be Provided Annually by no later than December 1
- Current complete address listing

21.07 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. 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.

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.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

ARTICLE 22 – HEALTH AND SAFETY

22.01 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.

22.02 Maintenance of Trucks

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

22.03 No Unsafe Acts

No employee shall be required to work at anytime in an unsafe environment or condition. Parties will be bound by the Occupational Health and Safety Act.

22.04 Fire Extinguishers

All garbage trucks, each mobile unit of employees and other appropriate locations will be equipped with a fire extinguisher and first aid kit which will be properly maintained.

22.05 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.

22.06 The Employer agrees that it shall comply with the applicable Provincial Health and Safety Legislation and Regulations, including the Occupational Health and Safety Act of Ontario RSO 1990.

22.07 Disagreements

All disagreements of the Health and Safety Committee shall be reported to the Division Manager or their nominee and the Union President. Situations which cannot be resolved at this level shall be reported to the Ministry of Labour or a representative for a decision.

ARTICLE 23 - UNIFORMS AND CLOTHING

23.01 Required safety equipment and clothing shall be provided by the Company to all regular employees. Employees must wear required safety equipment and clothing.

As a condition of employment, employees must wear Waste Management approved clothing and safety equipment and to keep such clothing and safety equipment clean and in good repair. The Employer shall ensure that all clothing hereunder shall be of good quality and fit.

Upon signing of this agreement, all employees are required to move to the currently approved WM uniform program and must obtain at least two (2) company shirts as part of their clothing allowance, if they have not yet obtained them.

In year one (1) of employment, each Driver is required to obtain the following core clothing items:

1 (5 in 1) jacket, 5 shirts (button up) and 5 pants.

23.01 Continued

In year one (1) of employment, each Mechanical staff is required to obtain the following core clothing items:

1 (5 in 1) jacket, 2 shirts and 2 pants.

In addition to the core clothing, Mechanical Staff shall receive rental clothing as follows:

5 Coverall Changes per week *or* 5 shirts and 5 pants per week

Rental clothing as noted above will be cleaned by the Employer.

In each subsequent year of employment, each Driver shall be credited a clothing allowance of seven hundred and seventy-five dollars (\$775.00) to purchase company approved clothing, so long as they meet the appearance criteria.

Money not spent cannot be carried over to the next year and is lost.

The Employer shall provide each employee a price list and order form for all core and substitute clothing by October 15th of each year. The Company shall endeavor to have the clothing delivered within forty-five (45) days from date of order submission. Mechanical staff shall be credited with a clothing allowance of three hundred and fifty dollars (\$350.00). At no time shall the clothing allowance fall below the combined value of the core clothing.

The Company agrees to substitutions, as detailed in the corporate uniform order forms. The items include fleece jackets, hoodies, overalls or full coveralls (non-driver employees only), hats, toques, and t-shirts as approved clothing, as long as the total annual dollar amount doesn't exceed the allotted clothing allowance*. This list is non-exhaustive and subject to availability. If any items become unavailable, the Employer will endeavour to provide an alternative. If an alternative is not available, the Employer will discuss with the Union the reason that the item is no longer available.

*Those who have already ordered and are in possession of bib overalls or full coveralls, may continue to wear them, for the remainder of the 2023 calendar year.

The Employer shall ensure that all clothing hereunder shall be of good quality and fit and provided by March 31.

The Employer agrees to provide annually to each employee two (2) pairs of C.S.A. approved safety boots. Such boots shall be of good quality and their cost shall be up to three hundred dollars (\$300.00).

23.01 Continued

The following positions will receive one (1) pair of winter coveralls annually:

Recycle Driver
Rearload Packer
Flagman
Container Delivery
Swing Driver

The Container Delivery person will be provided with one (1) coverall change per week.

The Employer agrees to provide a rainsuit to each employee on an "as required" basis. The employee is required to return the worn out rainsuit, winter coat and winter coveralls in order to receive the replacement.

The Employer agrees to provide leather-palmed gloves to each employee. Employees must return worn out gloves in order to receive a replacement pair.

ARTICLE 24 - GENERAL CONDITIONS

24.01 **Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

24.02 **Bulletin Boards**

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

24.03 **Fire Insurance**

The Employer shall provide fire insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer.

Each mechanic must provide a tool list to the Company specifying the tool and the replacement cost of each tool by January 1st of each year. This list will be verified by the Company.

24.04 Whenever the word "Company" is used herein, it shall be construed to refer to the Employer.

24.05 Tool Allowance

The Employer agrees to provide each maintenance employee (mechanics) who are required in the performance of their assigned job duties to have their own tools with a tool allowance of one thousand dollars (\$1,000.00) dollars annually. Tools shall be purchased by the Company through a third party.

24.06 Broker Proposal

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees as outlined in Article 3.01 of the Collective Agreement.

The Employer will not Contract out, Broker or otherwise, any Bargaining Unit work beyond the jobs currently being performed by Brokers/Lease Operators/Contractors. (i.e., Transport Trucks and Trailers.)

Three months before the introduction, or as soon as the business unit is made aware of any technological changes or other changes, or new methods of operation, or contracting/brokering out which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union and its Representatives, in writing and in accordance with Article 26.02, of the proposed changes. The Union and the Employer shall discuss all proposed changes that will adversely affect employees with the goal to achieve mutual agreement on said changes. If timelines do not allow for complete mutual agreement, due to critical deadlines, it will be understood the Company could initiate the changes with the understanding that negotiations will continue until we have resolve. No full time employees will be laid off until the Union and Company has an agreement.

If a satisfactory settlement cannot be reached by the parties through negotiations, the parties may agree to mediate the matter in dispute.

24.07 Employer Rules

The Employer agrees to supply to each employee a copy of all Employer rules. Wherever possible, prior to implementation of an amendment to or a new Employer rule, the Employer shall present to the Union for discussion, any amendment to or a new Employer rule.

24.08 Severance

The Employer agrees to provide severance in accordance with the Employment Standards Act.

24.09 Training

- a) The company shall provide job specific training. It will be offered by seniority to the employees provided they have the skills, qualifications and the ability to do the work. The employees will be paid for all regular hours spent in training. The Company will also provide and pay for all related expenses.
- b) Employees shall be compensated at the appropriate rate of pay for any training work which has been assigned whether at work or other locations (including employee's residences).
- c) Employees who are trained and certified are expected to do the work for which they are qualified when required.
- d) Employees are required to submit written requests for non job specific training programs and upon receiving pre-approved authorization shall be entitled to attend the course. After the successful completion of the course the Employer shall reimburse tuition fees accordingly.

24.10 The Employee shall be reimbursed for the cost of the physical examination as required to maintain and/or renew their class "AZ" or "DZ" driver's license.

24.11 Prescription Safety Glasses

The Employer agrees to provide one (1) pair of prescription safety glasses to each Employee requiring them, once every twelve (12) rolling months.

24.12 In the event that the Employer decides to employ student labourers, they will notify the Union ninety (90) days in advance and mutually agreeable language will be developed and added to the Collective Agreement as a Letter of Understanding.

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

25.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

25.02 All letters of understanding given during negotiations and/or during the life of the Collective Agreement shall be considered to be part of this Agreement and therefore subject to the grievance and arbitration processes.

ARTICLE 26 - NOTICES

26.01 Notice by Registered Mail

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

26.02 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, with a copy to the National Representative of CUPE assigned to the Local Union.

ARTICLE 27 - TERMS OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect for a period of thirty-six (36) months from the 1st day of January, 2023 to the 31st day of December, 2025 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) – ninety (90) days prior to termination date that it desires its termination or amendment.

27.02 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 party, the other party is required to enter into negotiations for a new agreement.

27.03 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

27.03 (b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, be applied retroactively to that date.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
AS OF THE 17th DAY OF March, 2023.

WASTE MANAGEMENT OF CANADA
CORPORATION

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2015

T.M.W.

AA

Salvia Hillier

BUP

Erik Lafabvre

Angela Staccia

APPENDIX "A" – WAGES

CLASSIFICATION	Jan. 1, 2023 6%	Jan. 1, 2024 4.5%	Jan. 1, 2025 3%
Labourer	\$21.63	\$22.61	\$23.29
Residential Drivers	\$25.90	\$27.06	\$27.87
All Employees Except Labourers, Residential Drivers, Mechanics	\$30.39	\$31.76	\$32.71
Mechanic	\$38.33	\$40.05	\$41.26

The Company may appoint, or remove, a lead hand. The lead hand will receive a premium of three dollars (\$3.00) per hour, for all hours worked as a lead hand.

Market Wage Adjustment for the Labourer Classification of two dollars (\$2.00) per hour applied before the General Wage Increase

All General Wage Increases will be retroactive to January 1, 2023.

When a driver is assigned Class "A" vehicle work he shall be paid a premium of one dollar (\$1.00) per hour for all hours assigned.

Driver Trainer

While working as a Driver Trainer, the employee shall be paid \$1.00 per hour premium for all training and related paperwork hours. This premium is addition to their current rate of pay and can be compounded with the shift premium.

Apprentice Mechanic

- 1st Year – 60% of Journeyman Mechanic
- 2nd Year – 70% of Journeyman Mechanic
- 3rd Year – 80% of Journeyman Mechanic
- 4th Year – 90% of Journeyman Mechanic

Pay rate to be increased upon successful completion of each year (confirmation of test results).

*Apprentice Mechanics will be paid as per the Apprenticeship Act or their normal wage, whichever is greater.

**APPENDIX "B" - GROUP BENEFIT PLAN
WASTE MANAGEMENT OF CANADA**

	Base Plan	Buy-Up Plan
Operational Rules for Optional Coverages and Optional Buy-Up Plan	<p>Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.</p> <p>Any amounts of coverage subject to evidence of insurability do not take effect until the date approved in writing by the insurance company</p>	<ol style="list-style-type: none"> 1. The employee has 31 days from the date eligible to elect enrollment in the Buy Up Plan. The member can only opt out of health and dental coverage with proof of spousal coverage. 2. The member is locked in the Plan until the earlier of an eligible lifestyle change or two enrollment cycles. 3. An eligible lifestyle change includes marriage/common law, divorce, birth/adoption of first child, death of dependent or loss of spousal coverage. 4. The annual open enrollment period will occur in August/September of each year and the employee can elect to change Plans by completing the necessary processes. Changes take effect each January 1. 5. Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.
Eligible Employees	Minimum of 30 hours per week.	Same as Base Plan
Waiting Period	First of the month following 3 months of continuous employment	Same as Base Plan
Dependent Definition		
<i>Spouse</i>	Legal or common-law, same or opposite sex	Same as Base Plan
<i>Child</i>	From birth to age 21 or 26 if a full-time student. Handicapped children are covered past the limiting age.	Same as Base Plan
Extension of Coverage	<p>Illness - Continued during the period of illness.</p> <p>Maternity/Adoption and Parental Leaves - As required by law.</p> <p>Termination Notice/Severance - As required by law.</p> <p>Lay-Off, Leave of Absence - Up to 3 months following the end of the month in which the absence started.</p>	Same as Base Plan
Basic Life Insurance		
Schedule of Coverage	\$25,000	Annual Earnings rounded to the next higher \$1,000.
Definition of Earnings	N/A	Base earnings as per the prevailing collective agreement
Non-Evidence Maximum	N/A	N/A
Overall Maximum	N/A	N/A
Waiver of Premium Provision	Included	Included
Conversion Privilege	Included	Included

	Base Plan	Buy-Up Plan
Termination Age	Earlier of termination or retirement.	Same as Base Plan
Optional Employee Life Insurance		
Schedule of Coverage	Units of \$25,000	Same as Base Plan
Overall Maximum	\$250,000	
Waiver of Premium	Same as Basic Life	
Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included	
Termination Age	Earlier of age 65, retirement or termination of employment.	
Cost Sharing	100% Employee Paid	
Optional Dependent Life Insurance		
Schedule of Coverage	Spouse: Units of \$25,000 Each Child: \$5,000 or \$10,000	Same as Base Plan
Overall Maximum	Spouse - \$250,000	
Waiver of Premium	Same as Basic Life	
Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included for Spouse only.	
Termination Age	Earlier of Spouse's 65 th birthday, employee's retirement or termination of employment, or the date a dependent is no longer eligible.	
Cost Sharing	100% Employee Paid	
Dependent Life		
Spouse	See Optional Dependent Life	See Optional Dependent Life
Each Child		
Waiver of Premium		
Conversion Privilege		
Termination Age:		
Basic AD+D		
Amount of Coverage	Same as Basic Life	Same as Basic Life
Definition of Earnings	Same as Basic Life	Same as Basic Life
Maximums	Same as Basic Life	Same as Basic Life
Waiver of Premium	Same as Basic Life	Same as Basic Life
Loss Schedule		
<i>Life</i>	Principal Sum	Principal Sum
<i>Both Hands or feet</i>	Principal Sum	Principal Sum
<i>Sight of both eyes</i>	Principal Sum	Principal Sum
<i>One hand and one foot</i>	Principal Sum	Principal Sum
<i>One hand and sight of one eye</i>	Principal Sum	Principal Sum
<i>One foot and sight of one eye</i>	Principal Sum	Principal Sum
<i>Speech and hearing in both ears</i>	Principal Sum	Principal Sum
<i>One arm or one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>One hand or one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Sight, one eye</i>	2/3 Principal sum	2/3 Principal sum
<i>Speech</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing, both ears</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing in one ear</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Thumb and index finger</i>	1/3 Principal Sum	1/3 Principal Sum
<i>Four fingers on one hand</i>	1/3 Principal Sum	1/3 Principal Sum
<i>All toes on one foot</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Loss of use of both arms</i>	Principal Sum	Principal Sum
<i>Loss of use of both hands</i>	Principal Sum	Principal Sum

	Base Plan	Buy-Up Plan
<i>Loss of use of both feet</i>	Principal Sum	Principal Sum
<i>Loss of use of one arm</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one hand</i>	2/3 Principal sum	2/3 Principal sum
<i>Loss of use of one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Paraplegia, hemiplegia, quadriplegia</i>	Principal Sum	Principal Sum
<i>Rehabilitation</i>	Maximum \$10,000	Maximum \$10,000
<i>Repatriation</i>	Maximum \$10,000	Maximum \$10,000
Coverage Termination	Same as Basic Life	Same as Basic Life
Optional AD&D		
Employee Only Plan	Units of \$25,000 to a maximum of \$250,000	Same as Base Plan
Employee and Family Plan	Spouse Only: 50% of Principal Sum Spouse and Children: 40% of Principal Sum for spouse and 10% of Principal Sum for each child Children Only: 15% of Principal Sum	
Waiver of Premium	Same as Basic AD+D	
Loss Schedule + Additional Provisions	Same as Basic AD+D	
Termination Age	Same as Basic AD+D	
Cost Sharing	100% Employee Paid	
Short Term Disability/Weekly Indemnity		
Schedule of Coverage	66.67% of earnings to prevailing E I maximum weekly benefit (\$447 in 2009). Taxable income.	66.67% of earnings, no weekly maximum benefit. Taxable income.
Elimination Period	Injury/hospitalization. None Sickness. 5 days	Same as Base Plan
Definition of Earnings	Base earnings as defined by the prevailing collective agreement	Same as Base Plan
Benefit Duration	26 Weeks	Same as Base Plan
Definition of Disability	Wholly and continuously disabled by sickness or accidental bodily injury which prevents the person from working at his or her own occupation	Same as Base Plan
Recurrent Disability Clause	Same or related cause - Within 2 weeks of having returned to work on a full time basis 1 day for unrelated cause.	Same as Base Plan
Subrogation Clause	Included	Same as Base Plan
Benefit Payment Termination	Earlier of 26 weeks, recovery or death	Same as Base Plan
Coverage Termination	Earlier of termination or retirement.	Same as Base Plan
Long Term Disability		
Schedule of Coverage	50% of Earnings to a \$2,000 maximum monthly benefit. Taxable or nontaxable (employee pays 100%).	66.7% of Earnings. Taxable or nontaxable (employee pays 100%)
Definition of Earnings	Base earnings as defined by the prevailing collective agreement	Same as Base Plan
Non-Evidence Maximum	\$2,000	\$9,800
Overall Maximum	\$2,000	\$9,800
Elimination Period	26 Weeks	Same as Base Plan
Definition of Disability	Elimination Period plus 24 month own occupation, any occupation thereafter	Same as Base Plan

	Base Plan	Buy-Up Plan
Direct Benefit Offsets	CPP/QPP, WSIB, disability, retirement or unemployment benefits provided under any group insurance or pension plan or any other arrangement of coverage for individuals in a group.	Same as Base Plan
All Source Maximum	85% of gross (net if nontaxable) pre-disability Earnings	Same as Base Plan if payments are taxable or 85% of net pre-disability Earnings if payments are non-taxable.
	Disability benefits including dependent CPP/QPP disability benefits	Same as Base Plan
Rehabilitation Program	Benefits reduced by 50% of rehab earnings and overall income are limited to 100% of pre-disability gross Earnings Maximum period of 24 months	Same as Base Plan
Pre-Existing Conditions Exclusion	Applies as per current insurance contract.	Same as Base Plan
Exclusions + Limitations	No benefits are payable when:	No benefits are payable when:
	Disability is due to intentional self-inflicted injury or illness while sane or insane	Same as Base Plan
	Ceases to be under the care of a physician.	Same as Base Plan
	Disability is due to injury resulting directly or indirectly from insurrection, war, service in the armed forces or any country or participation in a riot.	Same as Base Plan
	Disability due to cosmetic surgery or treatment, when determined as such by Manulife, unless such surgery or treatment is for accidental injuries and commenced within 90 days of the accident.	Same as Base Plan
	Working for wage or profit other than with the employer	Same as Base Plan
	During any period of leave, layoff or strike, except where prohibited by law	Same as Base Plan
	Payments end when:	Payments end when:
	Disability ends/Employee recovers/Employee Death	Same as Base Plan
	Manulife does not receive proof of disability as requested	Same as Base Plan
	Employee fails to take physical examination or mental evaluation, participate in appropriate rehabilitation program, complete and return a reimbursement agreement/direction form or comply with the terms of a signed reimbursement agreement/direction form as requested by Manulife	Same as Base Plan
Coverage Termination	Earlier of age 65 less the Elimination Period, recovery, death or retirement.	Same as Base Plan
Extended Health		
Deductible	\$25/\$50	None
Overall Maximum	Unlimited maximum	Same as Base Plan

	Base Plan	Buy-Up Plan
Coinsurance Levels	80%	100%
Hospital (inside and outside Canada)	Semi-Private	Same as Base Plan
Convalescent Home	N/A	N/A
Nursing Home	Covered to a maximum of 180 days	Same as Base Plan
Rehab Centre	N/A	N/A
Prescription Drugs + Medicines -Items Covered by the Drug Card	<p>\$9.00 Dispensing Fee Cap</p> <p>Mandatory Generic Substitution</p> <p>Drugs available only by prescription when prescribed by a Physician or Dentist, and dispensed by a Pharmacist, Physician or Dentist Will meet RAMQ requirements</p>	Same as Base Plan
Prescription Drugs + Medicines -Items NOT Covered by the Drug Card	<p>Drugs and supplies of a non-prescription nature required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism. Will meet RAMQ requirements</p>	Same as Base Plan
Ambulance	Transportation by a licensed ground ambulance to and from a local hospital. Includes air ambulance.	Same as Base Plan
Lab Tests	Covered	Same as Base Plan
Ophthalmologist and Licensed Optometrist	Visual Motor Therapy - \$10 per 1/2 hour	Same as Base Plan
Orthopedic shoes	Orthopedic shoes, limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes.	Same as Base Plan
Orthotics	N/A	N/A
Medical Equipment	<p>Oxygen including the equipment necessary for administering oxygen</p> <p>Wigs or hairpieces if required solely as a result of medical treatment or injury. \$500 LTM</p> <p>Splints, trusses, braces, crutches, cast.</p> <p>Rental or purchase of a wheelchair, hospital bed or iron lung.</p>	Same as Base Plan.
Medical Supplies	Stump socks, limited to six pairs in a year, elastic support stockings, limited to 2 pairs in a year, traction appliances, spinal and abdominal medical supports, varco traction kits, belts and similar appliances, neck braces, cervical collars, ileostomy or colostomy kits.	Same as Base Plan.
Prosthetics	Artificial limbs or eyes and any other prosthetic device for a medical condition arrested by or corrected by surgery	Same as Base Plan.
Paramedical Practitioners		
Acupuncturist	N/A	N/A
Audiologist	N/A	N/A

	Base Plan	Buy-Up Plan
<i>Dietician</i>	N/A	N/A
<i>Homeopath</i>	N/A	N/A
<i>Chiropractor</i>	\$300 CYM/per person. \$35/Year for x-rays.	Same as Base Plan
<i>Podiatrist</i>	\$300 CYM/per person. \$200 CYM/per person for surgery by a Podiatrist	Same as Base Plan.
<i>Massage Therapist</i>	\$300 CYM/per person.	Same as Base Plan
<i>Naturopath</i>	\$300 CYM/per person.	Same as Base Plan
<i>Osteopath</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Psychologist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Speech Therapist</i>	\$300 CYM/per person	Same as Base Plan
<i>Physiotherapist</i>	\$300 CYM/per person.	Same as Base Plan
Private Duty Nursing	\$25,000 every three years	Same as Base Plan.
Radiotherapy and Coagulotherapy	Radiology and Blood transfusions covered	Same as Base Plan
Accidental Dental	Dental treatment required as a direct result of accidental injury to natural teeth, provided it is rendered within 12 months of the accident, and the claimant's coverage as well as this plan are still in force	Same as Base Plan.
Hearing Aids	Covered	Same as Base Plan.
Out of Province/Country Emergency	60 day absence maximum. Unlimited LTM.	Same as Base Plan.
Vision Care		
<i>Frames, Lenses & Contact Lenses</i>	\$250 every 24 months	Same as Base Plan
<i>Other Vision</i>	Contact lenses, or glasses, required after cataract surgery, limited to \$100 LTM per eye. Effective January 1, 2010 – One eye exam every 24 consecutive months.	Same as Base Plan
Coverage Termination	Earlier of termination of employment or retirement.	Same as Base Plan
Dental Care		
Deductible	\$25/\$50	Nil
Fee Guide	Current	Current
Coinsurance Levels		
<i>Diagnostic & Preventive Services (Type 1)</i>	100%	Same as Base Plan
<i>Minor (Basic) Restorative (Type 2)</i>	50%	80%
<i>Major Restorative (Type 3)</i>	50%	Same as Base Plan
<i>Orthodontic Services (Type 4)</i>	50%	Same as Base Plan
Maximums	All Types 1-3 Combined: \$1,500/CYM Orthodontia: \$1,500 LTM	All Types 1-3 Combined: \$2,000/CYM Orthodontia: \$2,000 LTM
Pre-Determination Level	\$300	Same as Base Plan
Diagnostic and Preventive Services –Type 1		
<i>Oral Exams</i>	• Oral examinations, once every 5 months.	Same as Base Plan

	Base Plan	Buy-Up Plan
<i>X-Rays</i>	<ul style="list-style-type: none"> • Bitewing films, once every 5 months; • Full mouth series of films, once every 24 months; 	Same as Base Plan
<i>Cleaning and Fluoride</i>	<ul style="list-style-type: none"> • Prophylaxis (light scaling and polishing of teeth) once every 5 months; • Topical application of an anticariogenic agent, once every 5 months. 	Same as Base Plan
<i>Consultations</i>	Consultation required by the attending dentist.	Same as Base Plan
<i>Emergency or Palliative Services</i>	Necessary treatment for the relief of dental pain.	Same as Base Plan
Minor Restorative (Basic) Services – Type 2		
<i>Tests and Lab Exams</i>	Laboratory procedures if required in relation to dental surgery.	Same as Base Plan
<i>Space Maintainers</i>	Provision of space maintainers for missing primary teeth or of habit-breaking appliances.	Same as Base Plan
<i>Pit and Fissure Sealants</i>	Pit and fissure sealants	Same as Base Plan
<i>Fillings</i>	Amalgam, silicate, acrylic and composite restorations.	Same as Base Plan
<i>Extractions</i>	<ul style="list-style-type: none"> • Extractions (including extractions of impacted teeth); • Simple alveolectomy at the time of tooth extraction; • Removal of tumors, cysts, neoplasms, incision and drainage of an abscess. 	Same as Base Plan
<i>Endodontics</i>	Treatment of the diseases of the dental pulp (i.e. root canal therapy).	Same as Base Plan
<i>Periodontics</i>	Treatment of the tissues and bones supporting the teeth including surgery, provisional splinting and occlusal equilibration. Scaling limited to 6 units per year.	Same as Base Plan
<i>Surgery</i>	Diagnostic radiographs and general anesthetic if required in relation to dental surgery.	Same as Base Plan
<i>Injectible Drugs</i>	Injection of antibiotic drugs when prescribed by a dentist.	Same as Base Plan
<i>Repair of Bridges and Dentures</i>	Covered	Same as Base Plan
<i>Denture Reline and Rebase</i>	Covered	Same as Base Plan
<i>Anesthesia</i>	Covered	Same as Base Plan
Major Services – Type 3		
<i>Bridges</i>	<p>Creation of an initial bridge</p> <p>Replacement of, or an addition to, an existing bridge will be considered if one of the following circumstances occurs:</p> <ol style="list-style-type: none"> 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing bridge is at least 5 years old and 	Same as Base Plan

	Base Plan	Buy-Up Plan
	cannot be made serviceable; 3. the existing bridge is temporary and is replaced with a permanent bridge within 12 months of when the temporary one was installed.	
<i>Dentures</i>	Creation of an initial denture. Replacement of or an addition to an existing denture will be considered if one of the following circumstances occurs: 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing denture is at least 5 years old and cannot be made serviceable; 3. the existing denture is temporary and is replaced with a permanent denture within 12 months of when the temporary one was installed.	Same as Base Plan
<i>Inlays and Onlays</i>	Covered	Same as Base Plan
<i>Crowns</i>	Crowns, including gold and porcelain veneer restorations when other material is not suitable	Same as Base Plan
Orthodontic Services – Type 4	Treatment which has as its objective the correction of malocclusion of the teeth only for dependent children under age 18.	Same as Base Plan
Coverage Termination	Earlier of termination of employment or retirement	Same as Base Plan

LETTER OF UNDERSTANDING – RESIDENTIAL DRIVERS

BETWEEN

**WASTE MANAGEMENT OF CANADA CORPORATION
("The Company")**

AND

**CUPE LOCAL 2015
("The Union")**

WHEREAS the Company is interested in bidding for residential collection contracts

WHEREAS the Parties recognize the need to have a separate driver classification for residential work.

The Company and the Union agree to create a residential driver classification to be added to the wage grid.

The rate of pay for this classification will be \$24.43 (2022 rate) per hour, subject to annual increases .

All other working conditions for this classification of drivers will be as per the collective agreement except as outlined in this Letter of Understanding.

No drivers hired before the ratification of this agreement will be forced into a residential driver rate of pay unless the employee agrees. All Commercial Drivers temporarily assigned to work on residential collection will keep their rate of pay.

Residential drivers can only be hired if there is residential driver work.

If temporarily assigned to a higher rated position they shall receive the wage rate for that higher position.

If temporarily assigned to a lower rated position they shall maintain the residential driver wage rate.

If there are no residential driver contracts, then residential drivers shall be laid off subject to Article 13 Layoffs and Recalls or reclassified permanently to a Commercial Driver.

DATED at Kingston, Ontario this 7th day of March, 2023.

WASTE MANAGEMENT OF CANADA
CORPORATION

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2015

[Signature]

[Signature]

Sylvia Miller

[Signature]

[Signature]

Angela Stocco

LETTER OF UNDERSTANDING- 11.25 HOUR SHIFTS

BETWEEN

**WASTE MANAGEMENT OF CANADA CORPORATION
("The Company")**

AND

**CUPE LOCAL 2015
("The Union")**

WHEREAS the Parties discussed implementing a combination of four - 11.25 hour shifts, four - 10 hour shifts, and five - 9 hour shifts during bargaining.

WHEREAS both Parties are interested in perusing the 11.25 and 10 hour shifts.

THEREFORE, The Parties agree:

1. The Company shall implement a forty-five (45) hour work week comprised of four (4) eleven and one-quarter hour (11.25) days and of forty (40) hour work week comprised of four (4) ten (10) hour shifts with at least 2 consecutive days off per week.
2. The scheduling shall be from Monday to Friday only.
3. No employee shall be required to work the 11.25 or 10 hour scheduling model for longer than a period of six (6) months, unless mutually agreed.
4. All lines of business my participate in this scheduling model and will be at the discretion of the Company.
5. Assignment to the 4-day schedule will voluntary.
6. For the purposes of Article 16- Holidays, one day shall mean 11.25 hours or 10 hours depending on the schedule volunteered for.
7. If an employee is required to work on any of the holidays in Article 16, they shall be paid at one and one-half times (1½) their regular hourly rate for hours worked plus payment for 11.25 hours or 10 hours at regular rate to compensate for the holiday based on the schedule volunteered for.
8. A newly hired Employee who works 11.25 hour shifts shall serve a probationary period of forty-eight (48) working days or 540 hours. A newly hired employee who works 10 hour shifts shall serve a probationary period of fifty-four (54) working days or 540 hours.

9. The employee that volunteers for a 11.25 hour shift shall be placed on trial for a period of thirty-two (32) working days or 360 hours. By mutual agreement between the Employer and the Union the trial period may be extended by up to sixteen (16) working days or 180 hours. The employee that volunteers for a ten (10) hour shift shall be placed on a trial period of thirty-six (36) working days or 360 hours. By mutual agreement between the Employer and the Union the trial period may be extended by up to eighteen (18) working days or 180 hours.
10. Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift. They shall also receive a one-half (½) hour paid lunch break in the middle of their shift.
11. If an employee reports for work on their working day and no work is available, the employee will be paid a minimum of four (4) hours pay at the regular rate of pay, as per Article 14.08.
12. For the purposes of Article 18 - Leave of Absence one (1) day shall equal 11.25 or 10 hours depending on the schedule volunteered for.

DATED at Kingston, Ontario this 14th day of March, 2023.

WASTE MANAGEMENT OF CANADA
CORPORATION

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2015

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Angela Stocco

LETTER OF UNDERSTANDING- APPRENTICE TRAINING

BETWEEN

WASTE MANAGEMENT OF CANADA CORPORATION

AND

CUPE LOCAL 2015

WHEREAS the Parties recognize the need to hire and train apprentice mechanics within the Kingston District.

The Company agrees to pay full wages for the apprentice while attending the required educational courses for the individual to achieve Provincial Certification. The Company also agrees to pay the tuitions for the educational courses that are required.

Course repeats will not be covered by this program.

If Apprentices do not complete the program monies paid to apprentices while attending the training will have to be paid back to the Company in negotiated instalments.

Once an apprentice has graduated they would be required to stay employed with the Company for a term of twenty-four months after completion. Failure to do so will result in repayment of tuition fees on a pro-rated basis.

DATED at Kingston, Ontario this 17th day of March, 2023.

WASTE MANAGEMENT OF CANADA CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2015

[Signature]

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[Signature]

[Signature]

[Signature]

Angela Stracca

LETTER OF UNDERSTANDING- SATURDAY SHIFT - MECHANIC

BETWEEN

WASTE MANAGEMENT OF CANADA CORPORATION

AND

CUPE LOCAL 2015

WHEREAS the Parties recognize the need to have a Mechanic regularly scheduled to work Saturday.

Therefore, the parties agree:

1. This agreement is without prejudice to the respective positions of the parties and without precedent to any future and/or similar matter(s) between them.
2. This agreement applies to one mechanic position only and only if there are two or more mechanics regularly scheduled to work.
3. The standard work week shall consist of forty-five (45) hours per week comprised of five (5), nine (9) hour days, Tuesday to Saturday.
4. Mechanics shall choose their shift based on seniority at the time of hire of a new mechanic.
5. Except as outlined in this letter, all other conditions of the Collective Agreement shall apply.

DATED at Kingston, Ontario this 17th day of March, 2023.

WASTE MANAGEMENT OF CANADA
CORPORATION

[Signature]

Sylvia Hillier

Eric Lafabre

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2015

[Signature]

[Signature]

Angela Stocco

LETTER OF AGREEMENT- EXTRA HOURS OF WORK AGREEMENT

Employment Standards Act

BETWEEN

WASTE MANAGEMENT OF CANADA CORPORATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2015

This letter of Agreement does not alter the Collective Agreement and is subject to the terms of the Collective Agreement including, but not limited to, Article 14 and 15.

For the purpose of section 17 of the Employment Standards Act, 2000, the Parties agree as follows:

1. Regular Work Day - The regular work day for employees shall be as per Article 14.
2. Extra Daily Hours - The Union consents on behalf of employees in the bargaining unit to allow them to work beyond their regular work day to the daily maximum allowed by the Act.
3. Extra Weekly Hours - The Union also consents on behalf of employees in the bargaining unit to allow them to work beyond 48 hours in a week, to a maximum of 60 hours in a week.
4. Scheduling - Scheduling of extra hours shall continue to be in accordance with the Collective Agreement.
5. This letter of Agreement shall be in force and effect for the term of this Collective Agreement and may be renewed by mutual consent.

DATED at Kingston, Ontario this 17th day of March, 2023.

WASTE MANAGEMENT OF CANADA CORPORATION

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2015

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Angela Stocco

cl:cope491-Feb. 28, 2023