

COLLECTIVE AGREEMENT

BETWEEN



**WASTE CONNECTIONS
OF
CANADA**



Waste Connections of Canada Inc.
(Hereinafter referred to as “the Employer”)

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4402**
(Hereinafter referred to as “the Union”)

SEPTEMBER 1, 2024 TO AUGUST 31, 2027

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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 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees save and except office, administrative and sales staff, mechanic, supervisors and persons employed above the rank of supervisor. If the Employer relocates any part of the present operations covered by this Agreement within Kingston or surrounding area, the Collective Agreement shall be applicable to the relocated operation(s).
- 2.02 The Employer will not make any written or verbal agreements with the employees which may conflict with the terms of this Collective Agreement.
- 2.03 Employer Policies and Procedures

The Employer agrees to post a copy and make available electronically of all Employer policies and procedures.

ARTICLE 3 – CHECK-OFF OF UNION DUES

- 3.01 Check-off

The Employer shall deduct from every employee covered by this Agreement any dues in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

- 3.02 Deductions

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

- 3.03 Employer Save 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.

3.04 Union Membership

All employees who, as of the date of execution of this Agreement, are members of the Union shall maintain such membership, as a condition of employment, during the term of this Agreement, and all new employees hired after the execution of this Agreement shall become and remain members of the Union as a condition of employment.

3.05 Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Collective Agreement.

3.06 Correspondence to the Union

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Secretary of the Union or designate.

The Employer agrees that a copy of any correspondence between the Employer or the Employer's Official and any Employee in the bargaining unit, covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Secretary of the Union.

The Steward must sign for all correspondence.

ARTICLE 4 – HUMAN RIGHTS

4.01 No Discrimination

Any claim(s) by an employee or the Union pertaining to an alleged violation of the Human Rights Code or the Employment Standards Act may be subject to a grievance, which shall be processed in accordance with the Grievance Procedure.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Except as specifically modified by the Collective Agreement, all the rights, powers and authority of management are vested in the management and remain exclusively and without limitation within the rights of management.

5.02 If management exercises any of the above rights, contrary to any of the specific provisions of this Collective Agreement, an employee injured thereby shall have the right to file a grievance.

ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE

6.01 Establishment of A Labour Management Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representative of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the clients and job security for the employees.

6.02 Function of Committee

The Committee shall concern itself with the following general matters:

- i) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- ii) Improving and extending services.
- iii) Promoting safety and sanitary practices
- iv) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service)
- v) Correcting conditions causing grievances and misunderstandings.

6.03 Meetings of the Committee

The Committee shall meet at least once per quarter at a mutually agreeable time and place. Its members shall receive 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, where face-to-face meetings are held during normal working hours.

6.04 Chairperson of the Meeting

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

ARTICLE 7 – NEGOTIATING COMMITTEE

7.01 Negotiating Committee

The Union may elect or appoint not more than three (3) employees to be known as the Negotiating Committee. The Employer will recognize such Committee provided the employees on it have completed their probationary period under this Agreement and the Union notifies the Employer in writing of the names of such employees from time to time.

7.02 Permission to Leave Work

No employee who is a member of the Negotiating Committee shall leave their work to negotiate with the Employer without the prior consent of their direct manager/supervisor; foreman; such consent shall not be unreasonably withheld.

7.03 Assistance of a National Representative

The Negotiating Committee may have the assistance of a representative of the National Union at all Negotiating Committee meetings with the Employer.

ARTICLE 8 - SENIORITY

8.01 (a) Seniority shall mean length of continuous service with Waste Connections of Canada Inc. or any predecessor company.

(b) Seniority List

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

8.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty (60) calendar days. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure and such termination shall be deemed to be for just cause unless the Union claims discrimination. After completion of the probationary period, an employee shall be credited with seniority on the first day worked.

8.03 (a) No Loss of Seniority Rights

An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by the Employer subject to 8.03 (b) (5).

(b) Loss of Seniority Rights & Employment

An employee shall only lose their seniority and shall be deemed to be terminated unless reinstated by agreement between the Company and the Union, if he:

- (1) voluntarily quits the employ of the Company; or

- (2) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (3) is absent from work, without a legitimate reason for a period of two (2) working days; or
- (4) fails to return to work within three (3) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or any other reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- (5) Is laid off for a period longer than twenty-four (24) months.

8.04 No Transfer of Employees

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

ARTICLE 9 - JOB VACANCIES

9.01 Job Posting

When a job becomes vacant or a new position created, the Employer will post within the bargaining unit for a period of three (3) working days. The notice will contain the nature of the job, the basic qualifications required, the rate of pay and the hours of work. In the case of emergency, and a period of time not to exceed ten (10) days, the Employer will not be required to post notice of vacancy and such vacancy can be filled by the Employer by appointment. Within five (5) working days of the date of appointment, the name of the successful applicant shall be posted on all bulletin boards. Any employee on vacation, for the duration of the posting period shall be deemed to have applied.

9.02 Role of Seniority in Promotions & Transfers

Both Parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 9.01. It is understood that bargaining unit members will be provided with two (2) days orientation to the new position.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

- 9.03 If training is offered it shall be offered to interested employees in descending order of seniority.

ARTICLE 10 – LAY-OFF AND RECALL

10.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force.

10.02 Advance Notice of Lay-Off

Unless legislation is more favorable to the employees, the Employer shall notify employees who have completed their probationary period and who are to be laid off twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

- 10.03 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 providing those remaining have the ability, and qualifications to perform the available work. Employees shall be recalled in the order of their seniority providing they have the ability, and qualifications to perform the available work. No new employees will be hired until those laid off have been given an opportunity of re-employment providing those employees can perform the available work.

- 10.04 An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the ability and qualifications to perform the work of the employee with less seniority without training.

10.05 Continuation of Benefits

For employees laid off the Employer will continue premium payments under the Employee Group Benefits Plan in the month of lay-off, plus an additional month.

10.06 Grievance On Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition

A grievance under this Agreement shall be defined as a complaint, dispute or controversy between the employee(s) or the Union and Employer relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

11.02 (a) Stewards

Two (2) members of the bargaining unit shall be the appointed stewards of the Local for the purpose of this Agreement.

(b) Grievance Committee

The Grievance Committee shall consist of the President, Vice-President, and one (1) Steward or their designate.

11.03 Grievance Procedure

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

Step 1 The aggrieved employee(s) shall submit the grievance to their steward. 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 Operations Manager, within five (5) working days of the date of the alleged grievance occurrence.

Step 2 Failing settlement being reached in Step 1, the employee(s) concerned together with their steward shall submit the matter to the Site/District Manager within five (5) working days after the disposition of the procedure in Step 1. The Site/District Manager shall convene a meeting with the Grievance Committee and the full-time representative of the Union within ten (10) working days of receipt of the grievance to discuss the matter. The Site/District Manager shall respond in writing, within five (5) working days of the meeting.

Step 3 Failing a satisfactory settlement being reached at Step 2, the Union may, within ten (10) working days of receipt of the notice at Step 2, submit the matter to arbitration.

11.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

11.05 Grievances on Unsafe Conditions

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

11.06 Grievances in Writing

Grievances and replies shall be in writing at all stages.

11.07 Facilities

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

11.08 Supplementary Agreements

Supplementary agreements, if any, shall be in writing and signed by both Parties and shall be subject to the Grievance and Arbitration Procedure.

11.09 Employer and Union Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that step shall appropriately apply. However, subject to Section 9.04, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee which such employee could themselves institute and the regular Grievance Procedure shall not be bypassed.

11.10 Agreement Binding on Parties

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

ARTICLE 12- ARBITRATION

12.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 11.03 and such notice will contain the names of 3 arbitrators for consideration by the other party.

Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn agree to one of the suggested arbitrators or suggest 3 alternate nominees for consideration. Once the parties have agreed on an arbitrator, the party that referred the grievance to Arbitration shall contact the arbitrator to canvass dates for a hearing.

Should the parties not agree on a single arbitrator within 20 working days, they shall then request that the Minister of Labour for the Province Ontario appoint an arbitrator to hear the matter.

12.02 Limits

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

12.03 No Right to Amend

The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the Grievance Procedure.

12.04 Expenses

It is agreed that the parties shall equally share the costs and arbitration fees.

12.05 Amending of Time Limits

The time limits fixed in both the grievances and arbitration procedures may be extended by consent of the Parties in writing.

12.06 After the grievance procedure as set out in Article 9 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.

ARTICLE 13 - DISCHARGE

13.01 An employee who has completed their probationary period may be discharged but only for just cause. Prior to the discharge, an employee shall be given the reason in the presence of their Steward or Union executive member if practical in the circumstances. Such employee and the Union shall be advised promptly in

writing by the Employer of the reason for such discharge.

13.02 Discharge Procedure

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

- (a) confirming the company's action in dismissing the employee;
- (b) reinstating the employee with full compensation for the time lost, including all benefits, except for the amount of any remuneration the employee has received elsewhere pending the disposition of their case;
- (c) by any other arrangement which is reasonable in the opinion of the Parties or the Arbitration Board if appointed.
- (d) The record of an employee shall not be used against them if the employee remains discipline free for twelve (12) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

13.03 The employee's response to the disciplinary letter shall become part of their record.

13.04 Personnel Records

An employee shall have the right at any time during normal business hours, subject to operational considerations, to review their personnel record.

ARTICLE 14 - HOURS OF WORK

14.01 The following paragraphs and sections are intended to define the normal hours of work and there shall be a guarantee of not less than forty-four (44) hours of work per week provided that the employee works all of their scheduled shifts or they are granted approved leave for such shift. A minimum shift length shall be not less than four (4) hours.

14.02 Normal Hours of Work

The normal workweek for employees shall consist of forty-four (44) hours, Monday-Friday. The normal work day for employees shall consist of eight point eight (8.8) hours per day.

Where required based on contractual agreements, employees working in residential collections may be required to work a regular work week of forty-four (44) hours, Tuesday - Saturday (e.g. week following statutory holiday).

The normal workweek for employees in the job classification of Swing Driver shall consist of forty-four (44) hours, Tuesday-Saturday at regular time. The normal work day for employees shall consist of eight point eight (8.8) hours per day.

Starting Times shall be as follows:

- Commercial Drivers: between the hours of 5am and 7am
- Yard Workers: between the hours of 5am and 9am
- Residential Drivers: between the hours of 5am and 7am

14.03 Employees shall be allowed a fifteen (15) minute paid break in the first half and second half of their shift, as well as an unpaid one-half (1/2) hour off for lunch which must be taken between 10:30 am and 1:30 pm.

14.04 Overtime

Overtime at the rate of time and one-half (1 1/2X) time the employees hourly rate will be paid for all hours worked over forty-four (44) in the week and for all hours worked on Sunday and holidays.

The parties understand excess hours may be required beyond the regular daily shift, in order for routes to be completed up to a daily maximum of fourteen (14) hours and a weekly maximum of seventy (70) hours per week. Daily additional hours shall be assigned to the individual whose route needs to be completed. Notwithstanding the foregoing, the Employer reserves the right to assign the additional hours to the most junior qualified employee, by job classification, available to perform the work.

Saturday Work

Extra work on a Saturday shall be paid at the overtime rate of time and one half (1 1/2) and shall be offered on a rotational basis to those who are qualified to perform the work. If an employee refuses the offer to work it shall be deemed as a worked opportunity and movement will continue down the list. The list will initially be reflective of the current seniority list. If no one agrees to accept this work then the employer may assign the work by job classification, in reverse order of seniority.

14.05 Call-in

Subject to the requirements of and the qualifications for the particular work, a seniority-based roster shall be used to determine call-in. It is understood that call-in shall be offered in as fair and equitable as manner as is practical. Employees shall cooperate in performing overtime work.

14.06 If an employee is called into work during their off hours, they shall be paid for four (4) hours work at the applicable rate.

14.07 Temporary Lay-Offs

Employees temporarily laid-off in a workweek shall be given first opportunity to make up hours lost, by working any scheduled overtime in their classification, subject to their ability to perform the work required. Scheduled overtime shall be defined as any overtime that is not a continuation of normal hours.

14.08 Reporting Pay

Employees reporting for work as usual for their assigned shift, unless notified not to report and for whom no work is available will be offered four (4) hours employment at other work or at the Employer's option, will be paid for four (4) hours in lieu of work. This provision shall not apply if the failure to provide work is caused by reasons of an illegal strike or work stoppage, fire, flood, power failure or other like causes beyond the Employer's control.

ARTICLE 15 - HOLIDAYS

15.01 List of Holidays

The following shall be recognized as holidays to be paid at the regular rates with respect to each employee covered in this Agreement who has completed probationary period:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

And any other holiday proclaimed by either the Federal, Provincial or Municipal Government which is of a non-recurring nature.

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

15.02 Absence From Work

An employee shall be entitled to holiday pay if they work their last working day before, their first scheduled working day after the holiday and on the holiday itself, if they are scheduled to work.

An employee will not be denied holiday pay, if they have received prior approval of the Employer to be absent, is absent due to illness that is verified to the satisfaction of the Employer, or is laid off provided that they have worked one (1)

working day in the five (5) calendar days preceding and following the holiday (unless on vacation).

15.03 Overtime on Holidays

If an employee is required to work on any of the said holidays or Sundays, they shall be paid for the holiday plus time and one half (1 1/2X) their regular hourly rate of pay for all hours worked.

15.04 If shifts are to be scheduled for work on a Statutory/Paid Holiday including the premium day, a sign-up sheet will be posted at least five (5) working days prior to the statutory/paid holiday for employees to volunteer/sign up for the available work. From those who have indicated their interest in working, the shifts will be assigned in order of seniority. If there are insufficient employees indicating an interest or qualified to do the required work, employees will be assigned the work in reverse order of seniority.

ARTICLE 16 - VACATION

16.01 Length of Vacation

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

- (a) Less than one (1) year service - according to Employment Standards Legislation in force at the date of commencement of this Agreement.
- (b) After one (1) year service or more - two (2) weeks – four percent (4%) of total earnings for vacation period ending the prior June 30th.
- (c) After five (5) years' service - three (3) weeks – six percent (6%) of total earnings excluding the previous year's vacation pay for vacation period ending the prior June 30th.
- (d) After ten (10) years' service or more - four (4) weeks – eight percent (8%) of total earnings excluding the previous year's vacation pay for vacation period ending the prior June 30th.
- (e) Sixteen (16) years of service or more-five (5) weeks-ten percent (10%) of total earnings.

16.02 Ontario Employment Standards Act

Employees with less than one (1) year service whose employment is terminated for any reason shall receive vacation pay on severance, if any, in accordance with the Ontario Employment Standards Act.

16.03 Vacation Pay on Termination

Employees with more than one (1) year of 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 determined as above.

16.04 Holidays During Vacation

If one of the holidays in Article 13 falls or is observed during an employee's vacation, they will be given an additional day's pay in lieu of the holiday.

16.05 Vacation Schedule

When preparing the annual vacation schedules, the Employer will, subject to operational requirements, give preference as to vacation dates of employees based on length of service.

- (a) Vacation schedules shall be posted by March 1st in each year. There shall be no changes in the vacation schedules except by mutual agreement between the Company and the Union.
- (b) Vacation time will be chosen by seniority. Employees eligible for vacation will be given the opportunity to book all of their vacations in one (1) round, but will be restricted to book a maximum of two (2) weeks during the summer period, which will be from June 1st to September 15th. After all of the employees have had the opportunity to book their vacations, employees with pending weeks will be entitled to book any weeks left open during the summer period.
- (c) Employees who give up their choice of vacation time by not scheduling, thereby leaving their vacation time pending, will have to take whatever is available, on a first come first serve basis.
- (d) Employees shall be allowed to utilize annual vacation entitlement in less than five (5) day blocks outside summer vacation period, based on seniority, subject to operational requirements.

16.06 Vacation Pay

Where an employee gives not less than Twenty one (21) days notice to the Employer of the commencement of his vacation, he shall be entitled to his vacation pay on the last business day before the commencement of his vacation.

At the end of each calendar year, the employer shall pay out all accumulated and unused vacation accruals to employees in the final pay period of the year. These payments will be subject to statutory deductions.

ARTICLE 17- LEAVE OF ABSENCE

17.01 Union Leave

Leave of absence without pay shall be granted upon the request to the Employer in writing, at least 1 week prior to the meeting, and must be a mutually agreed upon date. Not more than two (2) employees elected or appointed by the employees may represent the Union at Union functions. The leave will be granted to a maximum of 20 days per year provided the leave does not adversely affect the regular function of the business.

17.02 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 immediately preceding the funeral from their regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law and grandparent.

An employee shall be granted up to three (3) days leave from their regularly scheduled work, without pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of foster parent, brother-in-law, sister-in-law, aunt, uncle niece, nephew or any blood relative who has been residing in the same household. An employee who has to use bereavement leave during a period of vacation shall have that portion of vacation considered bereavement leave.

17.03 Jury and Witness Duty

The Employer will reimburse an employee for all regularly scheduled time lost while the employee is on jury duty or as a Crown witness to provide evidence of such events witnessed during working hours. Such reimbursement shall be the difference between the employee's regular rate of pay and the amount they received for such jury or witness duty. The employee will be required to show that they are on jury or witness duty and they will be required to establish the amount of money they received for such duty.

17.04 General Leave

The Employer may grant leave of absence without pay for up to one (1) month if an employee requests it in writing if the leave is for a good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans.

The Employer may grant leave thirty (30) days Leave of Absence to an employee for personal reasons, having due regard to the operation of the Employer's

business, providing such request is in writing and the reasons for requesting the leave are stated.

Any leave of absence granted by the employer shall be in writing and shall set out the length of the leave granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discipline. A leave of absence under this paragraph may be extended for an additional thirty (30) day period if a request in writing for the extension is received by the Employer before the leave has expired and if the Employer and the Union mutually agree. The Union will be notified of all leaves of absence under this paragraph. The granting of such leave shall not be unreasonably withheld.

Should the employee wish to return to work ahead of the agreed upon dates of the general leave, the employee will confirm in writing to their direct manager their intended return to work day a minimum of five (5) days in advance of their return.

17.05 Sick Leave

- (a) Each employee shall be credited with four (4) paid days of sick leave entitlement per calendar year, and shall be pro-rated for new hires.
- (b) Employees shall inform their Supervisor of any absence as soon as possible, but no later than one (1) hour before regular reporting time.
- (c) Sick leave entitlement can be applied to cover absence due to illness of direct family members.
- (d) Sick leave entitlement shall not be accumulative from year to year.
- (e) Unused sick days will be paid out after January 1st of the following year.

ARTICLE 18 - WAGES

18.01 The Employer shall pay wage rates in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall be paid every second Thursday, by direct payroll deposit, unless the pay week falls on the same week as a statutory holiday and the processing of payroll is delayed until Friday. At such times, employees will be given four weeks' advance notice. On each pay day, employees shall be provided access electronically to their paystubs via a mobile device or through a workstation with printer at the district, to retrieve with an itemized statement of wages and deductions.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Safety Equipment

The Employer shall supply safety protection equipment to its employees as required. The employee shall use the safety protection equipment.

Employer supplied safety equipment shall be as follows:

- Eye protection (non-prescription)
- Hard hats
- Hearing protection
- Dust respirators
- Safety vests
- Leather-palmed and/or rubber gloves
- Puncture resistant gloves
- Winter icer (slip prevention) boot covers

Upon presentation of safety protection equipment which is worn out due to normal wear and tear, the Employer will provide new items, as required.

19.02 Injury Pay Provision

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

19.03 Discipline Resulting From Accidents

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

ARTICLE 20 - HANDICAPPED EMPLOYEES

20.01 Employment of Handicapped/Injured Employees

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 effort will be made by the Employer to give the handicapped employee such suitable employment as is available and such employee shall have priority in any light work available.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

21.01 The Employer is responsible for the administration and application of the plans referred to in the Group Benefit Plan dated April 17, 2017, underwritten by Sun Life Canada and agrees to provide coverage for its employees and their dependents in accordance with the terms of the Group Benefit Plan after a waiting period of three (3) months after the employee's first day of employment. Any difference arising with respect thereto will be disposed of in accordance with the Grievance and Arbitration Procedure of this Agreement.

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits is not decreased. The Employer will advise the Union of a change of carrier or underwriter sixty (60) days prior to implementing a change.

The Employer will provide Hearing Aids for employees and dependants up to \$1000.00 Life Time.

A direct payment card for prescription coverage shall be implemented.

Custom-made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$600.00 (six hundred dollars) per person in a benefit year.

The Employer will cover 100% of the costs, after the employee pays the deductible up to a combined maximum of \$2000 (two thousand) per person in a benefit year for all paramedical specialists listed in the benefit booklet/as per the table below:

| Kingston Paramedical Maximums |
|---|
| Psychologist |
| Massage Therapy |
| Speech Therapist |
| Physiotherapists |
| Naturopaths |
| Occupational Therapists |
| Osteopaths or Osteopathic practitioners |
| Chiropractors |
| Podiatrist or Chiropodist |

The employee will not be required to present physician referral for massage therapy services.

The Employer will cover 100% of the costs for contact lenses, eyeglasses or laser eye surgery, after the employee pays the deductible, up to a maximum of \$500.00 (five hundred dollars) in any 24-month period for each person.

21.02 Workplace Safety and Insurance Board Premiums Payment

The Employer agrees to continue its contributions 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.

21.03 Proof of Illness

An employee absent for two (2) or more days may be required to produce a medical certificate from a doctor, verifying that they are unable to perform the duties of their job and is fit to return to regular duties. Any employee in a safety sensitive role returning from an extended leave due to illness may be required to complete Fit for Duty testing as a part of their return to work. Any expenses incurred by the employee will be reimbursed by the employer.

ARTICLE 22 – RETIREMENT SAVING PLAN

22.01 The Parties recognize the necessity of a retirement plan that would aid to the financial security of retiring employees and shall provide a Group Registered Savings plan to all employees, available after a waiting period of three (3) months after the employee's first day of employment.

The Parties agree to be bound by the terms of the current plan provided by Mackenzie Financial Corporation and administered in accordance with its terms. Increase to 4% matching.

ARTICLE 23 - CLOTHING ALLOWANCE

23.01 Uniforms

The Employer shall supply to all employees.

The initial clothing allotment for new hires will include a minimum of:

- 3 Reflective shirts
- 3 Pants
- Coat (winter or spring based on time of year)

In March of each year, the employer will begin sizing for Spring/Summer clothing of:

- 5 short sleeve T-Shirts
- 3 pants
- 1 spring weight jacket or fleece

In September of each year, the employer will begin sizing for Fall/Winter clothing of:

- 3 long sleeve T-shirts or sweatshirts
- 3 pants
- 1 winter jacket

The Employer shall supply to all employees on an as-required basis and will replace, upon presentation of the worn out clothes the following:

- Rain suit
- 1 pair of insulated coveralls

23.02 The Employer agrees to supply through a preferred vendor or reimburse an employee if they go to a vendor of their choice up to five hundred (\$500) dollars annually-toward the cost of C.S.A. approved safety footwear. Receipts must be provided before reimbursement is made and there is no limit to the number of boots each employee shall purchase so long as they remain within their annual allotment.

ARTICLE 24 - GENERAL

24.01 Competition

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

24.02 Bulletin Boards

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

24.03 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for every employee in the bargaining unit within forty-five (45) days of the signing of the Memorandum of Settlement. The cost of the printing to be shared equally between the Union and the Employer.

24.04 Whenever the gender-neutral (they/them) appears in this agreement it shall also mean all genders.

24.05 When an employee is assigned by the Employer to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for all hours worked in the higher rated position. Such opportunities shall be offered to qualified employees in descending order of seniority where possible and practical.

24.06 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned for the benefit of the Employer in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

24.07 The Employer agrees to supply each employee, a copy of all Employer policies.

24.08 Professional Fees and Licenses

The Employer shall pay licensing fees of employees required to renew their license and air brake endorsement, provided the employee provides valid proof of payment. The Employer will reimburse for fees incurred up to two hundred dollars (\$200) per year with proof of payment.

ARTICLE 25 - NOTICES

25.01 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.

ARTICLE 26 - WORK OF THE BARGAINING UNIT

26.01 Employees Not in the Bargaining Unit

Persons whose jobs are not in bargaining unit and Employees of the Employer, except the Maintenance Manager, whose jobs are not in the bargaining unit shall not work on jobs included in the bargaining unit which as a direct result cause the lay-off or reduction in an employee's normal hours, except where such work is done in an emergency situation.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Collective Agreement shall become effective September 1, 2024 and shall remain in effect until August 31, 2027 and shall continue in force from year to year thereafter unless either Party gives notice to the other Party hereto of a desire to terminate or amend this Agreement. Such notice shall be given in writing by the Party giving notice not earlier than ninety (90) days before the expiry of this Agreement or any subsequent anniversary date of which this Agreement remains in force.

27.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement.

SIGNED At Kingston, Ontario this _____ of _____, 2025.

**WASTE CONNECTIONS OF CANADA INC.
(formerly BFI Canada Inc.)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4402**

JASON C NOLL
JASON C NOLL (Feb 5, 2025 14:52 EST)

~~Donna B...~~
~~Donna B...~~ (Feb 9, 2025 09:12 EST)

Amanda Lipka
Amanda Lipka (Feb 5, 2025 15:07 EST)

Robert west
Robert west (Feb 5, 2025 14:51 EST)

Adrian Joosse
Adrian Joosse (Feb 5, 2025 14:46 EST)

Paul Snozyk
Paul Snozyk (Feb 7, 2025 04:05 EST)

(Handwritten signature)

SCHEDULE "A" WAGES

WASTE CONNECTIONS OF CANADA INC. - CUPE LOCAL 4402

EFFECTIVE – SEPTEMBER 1, 2024

| Job Title | Sept. 1 2024 | Sept. 1 2025 | Sept. 1 2026 |
|-------------------------------------|-------------------------|-------------------------|-------------------------|
| | | | |
| Front End & Boom Truck Driver | \$27.79 | \$29.18 | \$30.34 |
| | | | |
| Swing Driver | \$27.79 | \$29.18 | \$30.34 |
| | | | |
| Roll-Off Driver | \$27.16 | \$28.52 | \$29.66 |
| | | | |
| Commercial Rear Load/Side Load | \$27.16 | \$28.52 | \$29.66 |
| | | | |
| Residential Driver | \$27.16 | \$28.52 | \$29.66 |
| | | | |
| Transfer Station Equipment Operator | \$27.16 | \$28.52 | \$29.66 |
| | | | |
| Driver Helper | \$19.26 | \$20.22 | \$21.03 |
| | | | |
| Transfer Station Attendant | \$21.63 | \$22.71 | \$23.62 |
| | | | |
| Welder (Licensed) | \$29.04 | \$30.49 | \$31.71 |
| | | | |
| Mechanic Helper | \$22.21 | \$23.32 | \$24.25 |
| | | | |
| Labourer | \$17.20 | \$18.06 | \$18.78 |
| | | | |

LETTER OF AGREEMENT- RE: EXTRA HOURS OF WORK AGREEMENT

Employment Standards Act

Between

WASTE CONNECTIONS OF CANADA (formerly BFI Canada Inc)

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4402

This Letter of Agreement does not alter the Collective Agreement and is subject to the Terms of the Collective Agreement.

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 continue to be eight point eight (8.8) hours per day for all Drivers.
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 of twelve (12) hours.
3. Extra Weekly Hours – The Union also consents on behalf of employees in the bargaining unit to allow them to work beyond forty-four (44) hours in a week, to a maximum of sixty (60) hours in a week.
4. Scheduling of extra hours shall continue to be in accordance with the Collective Agreement.
5. This Letter of Agreement shall remain in effect until the expiry of the Collective Agreement, and may be renewed by mutual agreement.

SIGNED At Kingston, Ontario this _____ of _____, 2025.

**WASTE CONNECTIONS OF CANADA INC.
(formerly BFI Canada Inc.)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4402**

JASON C NOLL
JASON C NOLL (Feb 5, 2025 14:52 EST)

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(untraceable)