

SOURCE	Union
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No. OF EMPLOYEES	
NOMBRE D'EMPLOYÉS	SD

COLLECTIVE BARGAINING AGREEMENT

BETWEEN: **LIDLAW WASTE SYSTEMS LTD.**
(herein referred to as the "Company")

AND : **TEAMSTERS LOCAL UNION NO. 879**, affiliated with the
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America.
(herein referred to as the "Union")

Effective: January 22, 1993

Term: Three Years

Expiry: January 21, 1996

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ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to matters arising under this Agreement for its employees employed in the City of Hamilton, Ontario and in the Town of Dundas, Ontario engaged in the Company's Transfer Station Operations, save and except Foremen, those above the rank of Foremen, Office and Sales Staff, temporary employees hired for vacation relief only, and students employed during the school vacation period.

ARTICLE 3 - UNION SECURITY

- 3.01 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.

3.02 Checkoff

The Company shall deduct from every employee covered by this Agreement who has completed a thirty (30) calendar day probationary period, any monthly dues in accordance with the Union constitution and/or by-laws, and owing by him to the Union.

3.03 Deductions

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

3.04 Initiation Fees

The Company agrees to deduct the Initiation Fees authorized by the Union in writing from each new employee who is not a member of the Union upon completion of the probationary period.

3.05 Back Dues

The Union will notify the Company in writing of any arrears in dues, initiation and re-initiation **fees and the** Company will immediately commence deductions in amounts as prescribed in such written notice and forward such monies so deducted to the Local Union along with the monthly dues as provided for above.

3.06 Temporary Employees

The Company agrees to deduct from all temporary employees an amount **equal** to the monthly dues and forward the amount to the Union. No other provisions of this Agreement shall apply.

3.07 Company Saved Harmless

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

3.08 Dues Record

The Company shall show the yearly Union monthly dues deduction on employees' T4 slips.

3.09 Hiring Practices

The Union shall be given the first opportunity to supply qualified personnel for temporary or full-time vacancies arising in classifications covered by this Agreement.

3.10 All Remittances to the **Local** Union shall include names and Social Insurance Numbers.

ARTICLE 4 -- MANAGEMENT RIGHTS

4.01 Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management. Without limiting the generality of the foregoing, management's rights shall include:

- a) The right to maintain order, discipline, and efficiency in connection therewith, to make, alter, and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; the right to discharge or otherwise discipline 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. Rules and regulations are attached as Appendix "B" to the Collective

Agreement. Any additions, deletions or changes shall be discussed with the Union prior to implementation.

- b) The right to hire, promote, demote, classify, transfer, lay off, and recall employees. The right to retire employees upon attaining normal retirement age of 65, or as amended from time to time in accordance with corporate policy.
- c) The right to determine the location and operations of the business and its expansion or curtailment, the direction of the working forces, the services to be rendered, the schedule of service, the methods, processes and means of service, job content, the right to use improved methods, machinery and equipment and the right to decide on the number of employees needed by the Company at **any** time, starting and quitting time, are solely and exclusively the right **of** the Company.
- d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the **Company**.
- e) The above clauses shall not deprive the employee of the right to exercise the grievance procedures as outlined in this Agreement.

4.02 These functions will be exercised in a manner not inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

5.01 A Steward is an employee elected or appointed by the Union members to represent the employee.

5.02 The Company acknowledges **the** right **of** the Union to elect or appoint no more than two (2) Stewards one of whom shall be designated as Chief Steward, to assist employees in the presentation of their grievances to their immediate supervisor. In the event of a Steward's absence for any period, the Union shall

keep the Company notified, in writing, of the names of the appointed alternates.

5.03 The Union acknowledges that Stewards, as well **as** other members of the Union's Committees and the Union's officers, will continue to perform their regular duties on behalf **of** the Company and that:

- a) **such** persons will not leave their regular duties without obtaining permission from their Foremen or immediate Supervisor **who** will be given a reasonable explanation for the requested absence, and
- b) when resuming their regular duties after engaging in duties on behalf of the Union, such persons will report to their Foremen or Supervisor immediately upon their return.
- c) all time spent processing grievances up to, but excluding arbitration shall be without **loss of** pay.

5.04 Suspension of Discharge of Steward

The Company shall notify the Union by registered mail or telegram upon the suspension or discharge of a Steward.

5.05 The Company acknowledges the right of the Union to elect or appoint two (2) members of the Negotiating Committee for the purpose of conducting negotiations. The Company shall pay **up** to ten (10) regular hours pay per committee member. Such payment shall **be** made for meetings held with the Company up to the Conciliation meeting.

ARTICLE 6 - SENIORITY

6.01 Definition of Seniority

An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list, until after he has completed thirty **(30)** calendar days with the

Company. During the aforesaid probationary **period**, the employee may be discharged or laid off at the sole discretion of the Company. Upon completion of the probationary period, seniority shall be effective from the original date of hire.

6.02

Seniority List

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

6.03

Loss of Seniority Rights

A person shall lose seniority and shall be deemed to have terminated employment with the Company in the event that he:

1. is discharged for just cause and is not reinstated; or
2. resigns; or
3. is absent from work for three (3) consecutive scheduled working days without giving the Company reasonable notification of his absence **and** the proposed time **and** date of his return to work; or
4. fails to return to work within six (6) working days following a lay-off after being notified by registered mail to do so, unless a reason satisfactory to the Company is given. It shall be the responsibility of the employee to keep the Company informed of his current address; or
5. is laid off for a period in excess of twelve (12) months; or
6. absence due to bonafide illness or injury shall not be cause for loss of seniority providing the employee provides satisfactory medical evidence relating to such absence. The employee shall notify the Company when **he** is able to return to work and shall co-operate with the Company in returning to work.

An employee off work as **set** out above, shall not retain seniority over a

senior employee on lay-off.

The Company and Union agree to review any instance where medical evidence indicates such employee can not return to work.

6.04

Lay-offs and Recalls

- a) In the event of a work shortage, for the purpose of lay-offs and for the purpose of recalling those to work who have been laid off, seniority shall govern providing the senior employee has the capability and qualifications to perform the duties of the position in an efficient manner.
- b) An employee who has been transferred or laid off due to a reduction of force shall be re-transferred to or be recalled to his former position when a vacancy occurs, providing he **has** the capability **and** qualifications to perform the duties **of** the position in an efficient manner and his seniority is greater than other applicants similarly transferred or laid off from the position due to a force reduction.
- c) Notwithstanding the above, an employee who, **due** to a physical defect, is certified by a Company doctor **as** requiring work of a different nature from his regular work for an indefinite period, will upon his request be assigned to any existing vacancy providing the employee is qualified and capable **of** satisfactorily performing such work and his seniority would entitle him to such assignment. For the purpose of this section (c) only, an employee **shall** be regarded as having the necessary qualifications entitling **him** to an assignment under this section (c) if the background of this work experience indicates that he should be capable of performing the work involved in a satisfactory manner within a five **(5)** shift training period, and if so, such training period will be provided if necessary to train the employee. Training shall mean that an employee will be given instruction comparable to that which **would** be given to a new employee who would be considered for the occupation.

6.05 **Lay-offs for Stewards**

The Chief Steward and Steward shall be second and third to the last man laid off providing they have the skill and ability to perform the work.

6.06 **Leave of Absence**

- a) The Company agrees to grant a leave of absence without pay upon receiving **(15)** days notice in writing from the Union to not more than two (2) of its employees to attend conventions or conferences of the Union. Such leaves are not to exceed a total of twenty (20) man days in any one calendar year.
- b) An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his immediate Supervisor at least 30 days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee request shall contain:
- reasons for proposed absence
 - commencement date or proposed leave of absence
 - length of leave of absence

Should the Company grant such leave, it shall be subject to the following:

- leave cannot be used to **seek** or secure other employment.
- an employee overstaying such leave without legitimate reason to the Company shall be considered to have resigned.
- any leave obtained by misleading the Company shall result in termination,

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 A grievance may arise only from **a** dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. **An** employee has no grievance until he has first given his immediate Supervisor an opportunity of adjusting his complaint, which he shall discuss with his immediate Supervisor

within three **(3)** working days after the circumstances giving rise to the complaint have occurred. Failing settlement, it may then be taken up within five **(5)** working days following the immediate Supervisor's decision, in the following manner and sequence:

Step One: The grievance **shall** be reduced in writing and presented to the immediate Supervisor within five **(5)** working days following the immediate Supervisor's oral decision. The grievance shall identify the facts giving rise to the grievance, the Section or Sections of the Agreement which are alleged to be violated and the remedy sought and shall be signed by the employee and countersigned by the Steward. The decision of the immediate Supervisor shall be delivered to the Union in writing within five **(5)** working days following the presentation **of** the grievance to him.

Step Two: Failing satisfactory settlement at Step No. 1, the Union may within five **(5)** working days after the decision given under Step One request a meeting to be held with the Union **Staff** Representative and the Regional Manager, or his delegate. A meeting will then be held within five **(5)** working days from the date the grievance was submitted at Step Two. The Regional Manager or his delegate may have such counsel or assistance as he may desire for the purpose of the meeting. The Regional Manager or his delegate will provide the Union with a written decision within five **(5)** working days following the date of such meeting.

7.02

Discharge Cases

A claim by **an** employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company under Step Two within three **(3)** working days after the discharge is effected. **Such** special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Company's action in dismissing the employee;
- b) reinstating the employee with payment to him for such time lost due to the discharge at his regular straight time hourly rate of pay for his normally

scheduled work for such period less any amounts of money *earned* by the employee during such period;

- c) by any other arrangement which may be deemed just and equitable.

7.03

Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth below. If no written request for arbitration is received within ten (10) working days after the decision under Step Two is given, the grievance shall be deemed to have been settled. Any grievance not submitted within the time limits established under this Agreement shall be considered abandoned or settled. The time limits provided under this Article may be extended by mutual agreement of the parties.

7.04

All 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).

7.05

It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step Two and the time limits set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular Grievance Procedure shall not be by-passed.

7.06

When either party requests that a grievance be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within three (3) working days thereafter, the other party shall nominate an Arbitrator and notify

the other party. The two Arbitrators so nominated shall confer immediately and they shall attempt to select by agreement a Chairman **of** the Arbitration Board within ten (10) working days from the date such other party has nominated its Arbitrator. **If** they are unable to agree on such **a** Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

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

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

7.09 The decision **of** the Arbitration Board shall be **final and** binding upon the parties hereto.

7.10 Each **of** the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses **of** the Chairman of the Arbitration **Board**.

7.11 The proceedings of the Arbitration Board will be expedited by the parties hereto.

7.12 Copies **of** disciplinary correspondence shall be given **to** the employee involved with a copy to the Union.

All disciplinary correspondence, except those involving suspensions, shall be

removed from the employee's personnel history folder after a **period** of one (1) year from the date of the issuance of such discipline.

ARTICLE 8 - HOURS OF WORK

8.01 Regular Hours

The regular hours of work for employees covered by this Agreement shall be ten (10) hours per day and forty (**40**) hours per week. These hours shall not be construed as a guarantee of hours worked per day or per week.

8.02 Lunch Period

Employee(s) shall be allowed one-half (1/2) hour for lunch during which time they will not be paid. Under normal circumstances the one-half hour lunch period may be taken between 11:30 a.m. and 1:30 p.m.

8.03 Rest Period

Employee(s) shall be allowed two (2) fifteen minute paid rest periods, one in the first half of the shift and one in the second half of the shift.

8.04 Overtime

- a) All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at straight time and one-half (1 1/2) the employee's regular straight time hourly rate. All hours worked in excess of twelve (12) hours per day shall be paid for at double (x 2) the employee's regular straight time hourly rate. Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- b) Overtime hours worked will be recorded on a posted overtime board. The Supervisor's record of distribution of overtime will be reviewed with the

Steward on a regular basis but not less than twice per month. Overtime will be offered to employees in each classification in order of those having worked the least number of overtime days within the calendar year. For the purpose of this Article, employees who perform work in the Cleaner Classification and who are qualified and capable of performing the duties of Operator will be included in the overtime distribution of the Operator Classification. It is understood that the accumulation of such recorded hours will revert to zero at the commencement of the calendar year.

- c) New employees, upon attaining seniority, will have their qualifications to work overtime pro-rated on the overtime board so as to reflect no days owing prior to start time.
- d) When known overtime is available and when two (2) or more employees are required to work overtime, then seniority will govern the employee's work location preference, if work is required in more than one area.

8.05 Call-in Time

An employee who is called at home outside his regularly scheduled hours of work will receive a minimum of four (4) hours pay at his regular straight time hourly rate. However, if the calculated overtime payment is greater, the greater will govern.

8.06 Overtime -- Unscheduled Day

Overtime at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate shall be paid for work performed on a scheduled day off.

8.07 Shift Schedule

The Company will post a twelve (12) month shift schedule by January 31 of each year. When it is necessary to change an employee's shift schedule he will be advised twenty-four (24) hours in advance except for emergency or illness

situations in which case the Company will attempt to give as much notice as possible. If the schedule is changed, an employee shall have the option of changing his vacation in accordance with his seniority.

8.08 When an employee reports for work at his regularly scheduled starting **time** and there is no work available in his regular job, unless he has been previously notified not **to report**, he shall be paid a minimum of four **(4)** hours' pay at his regular hourly rate; if the employee commences work he shall be paid a minimum of ten (10) hours pay at his regular hourly rate. The Company shall be under no obligation under this section where failure to notify the Company **of** a change of telephone number and/or address results in the employee not being notified.

ARTICLE 9 - HOLIDAYS

9.01 The following shall be recognized as holidays for the purposes of this Agreement:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | Three Floaters |

9.02 Payment for holidays shall be at the employee's regular straight time hourly rate.

9.03 An employee shall not be paid for any holiday,

- a) if he does not work on such holiday when he has been scheduled to do **so**;
or
- b) if he has been absent on the scheduled working day immediately preceding or succeeding such holiday, without reasonable cause acceptable to the Company; or

- c) if he has not been employed by the Company for at least thirty (30) days; or
- d) if he has not **earned** wages on at least five (5) days during the thirty (30) days immediately preceding a holiday.

9.04 Employees required to perform work for any of these holidays shall be paid at time and three-quarters (1 3/4) his regular straight time hourly rate.

ARTICLE 10 - VACATIONS

10.01 Employees will be entitled to the number of weeks of vacation with pay as follows:

<u>Length of Service</u> <u>on anniversary date.</u>	<u>Vacation</u>	<u>Vacation Pay</u>
1 year less than three (3) years	2 weeks	4% of annual earnings or 2 weeks regular pay whichever is greater
3 years less than ten (10) years	3 weeks	6% of annual earnings or 3 weeks regular pay whichever is greater
10 years less than twenty (20) years	4 weeks	8% of annual earnings or 4 weeks regular pay whichever is greater
twenty (20) years or more years*	5 weeks	10% of annual earnings or 5 weeks regular pay whichever is greater

*Effective January 22, 1994, provide for " fifteen (15) years or more, 5 weeks vacation, at 10% of annual earnings or five (5) weeks regular pay, whichever is greater.

Years of service for purposes of this Article shall be based upon total continuous service within the bargaining unit.

- 10.02 An employee covered by the Agreement must take vacation time off annually. It shall not be accumulated from one year to another. Vacation period will be from July 1 to June 30 of the following year. An employee will become eligible for vacation entitlement as set out in clause 10.01 upon the employee attaining the anniversary date of hire.
- 10.03
- a) Vacation pay will be normally paid by separate cheque in the pay period immediately prior to the vacation being taken. Vacation pay will however be paid to an employee upon request in the first pay period on or after July 1, providing such request is submitted in writing to the Company by June 1 of each year. All employees will be advised by June 30 the amount of accrued vacation pay to his credit, up to and including June 30.
 - b) If a holiday falls during the vacation period, an employee shall have the option of receiving or not receiving an additional day off.
- 10.04 The Company will schedule vacation considering the employee's seniority, his wishes and the efficient operation of the Company. Employees will be given the opportunity to bid on vacations by the end of February and will be given preference to select two (2) weeks of his vacation in the period June 1 to **August 30**; however, the Company has the right to limit the number of employees on vacation to two (2) operators and two (2) drivers at any one time. Any changes to an employee's vacation schedule shall be made by mutual agreement between the employee concerned and the Company.
- 10.05 An employee transferred from other Laidlaw operations to a position covered by this Agreement shall be credited with his total continuous service for vacation purposes only provided that there has been no break in his service.

ARTICLE 11 -- PAYMENT OF WAGES

- 11.01 The Company shall pay wage rates in accordance with Appendix "A", attached hereto and forming part of this Agreement. Employees will be paid weekly by direct deposit. The employee will be provided with an itemized statement of wages and deductions. The Company agrees to discuss any time **card** changes with the employee within the applicable pay period.
- 11.02 During the term of this Agreement, if the Company establishes any additional positions or job classifications that are not specified in Appendix "A" and come within the scope of this Collective Agreement, then the Company shall confer with the Union in an attempt to mutually establish rates within 30 days for such positions or classifications. Failing any such agreement, the Company shall have the exclusive right to establish rates for newly-created positions retroactive to the start of new job classifications. Nothing herein shall prevent an employee from going through the grievance procedure to dispute the new rate.

ARTICLE 12 - HEALTH AND INSURANCE BENEFITS

- 12.01 In accordance with the terms and conditions of the Master Plans and Policies relating thereto, the Company will provide the following benefits for eligible employees while such employees are on the active payroll of the Company.
- 12.02 The Company shall pay 100% of the premium rate during the term of this Collective Agreement for the following benefit coverages: Major Medical, Short-Term Disability, Long-Term Disability, Dental Insurance and Accidental Death and Dismemberment Insurance.
- 12.03 Eligible employees will have the right to choose Optional Insurance Coverage for Dependent Life Insurance and additional Life Insurance

and Accidental Death and Dismemberment Insurance at 100% cost to the employee. An employee may elect up to **\$5,000** optional spousal insurance and **\$1,000** for eligible dependent child.

12.04 The employee will continue to have the right of optional insurance coverage **as** described in clause 12.03 at 100% employee cost.

12.05 Short-Term disability rates shall be the U I.C. maximum.

12.06 A newly-hired, full-time employee shall become eligible for the benefits described above on the first day of the month following his date of employment, except for dental insurance coverage which becomes effective on ~~the~~ first of the month following one (1) year from the date of employment.

The dental fee schedule for eligible claims shall be updated each July 1st, to the current level less one (1) year.

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

ARTICLE 13 - SAFETY CONDITIONS

13.01 The Union and the Company 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.

13.02 It shall be the duty of the employees to report promptly in writing to the Company, but not later than the end of their shift, **all** defects on the equipment.

- 13.03 All trucks shall be maintained in good working order and in accordance ~~with~~ the Provincial regulations.
- 13.04 The Company **and** the Union agree to comply with the provisions of the Occupational Health and Safety Act. The results of any tours or meetings shall be posted throughout **all** branches, with a copy delivered to the appropriate Union representative.
- 13.05 The joint Committee on Occupational Health and Safety shall be composed of employee representatives selected by the Union and an equal number of management representatives.
- 13.06 An employee who attends to a licensed physician for the purpose of a medical to renew his Class "A" drivers license shall against receipt, receive a payment of up to a maximum of seventy-five (\$75.00) dollars, not more often than once every three **(3)** years.

ARTICLE 14 - GENERAL

14.01 Bereavement Leave

In the event of a death in the immediate family (father, mother, spouse, step-parents, son, daughter, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents, grandchildren, parental guardian) an employee will be given **the** necessary time off and will be paid up to three (3) days' pay at the regular **rate** of pay providing that **the period** between the day of death and the funeral are working days.

14.02 Jury Duty Pay

If **an** employee is called and is required to serve on a jury or as Crown witness, the Company **agrees** to pay the difference between the amount of jury duty pay or witness **fee** received and **his** regular pay.

14.03 Clothing and Safety Equipment

a) The Company shall supply gloves, goggles, safety helmets and other safety equipment **as** required. The Company reserves the right to establish reasonable limits for the replacement of these supplies if employee carelessness results in the loss or destruction of abnormal quantities.

The Company shall supply the following protective clothing:

- Drivers - 1 change of clean shirt and pants daily
- 1 parka every two **years***
- 1 light summer weight jacket
- Operators - 1 change of clean shirt and pants daily
- 1 parka every year
- 1 light summer weight jacket

* In the event a replacement parka is requested, the Company will replace such parka based on individual merit. The Company will not exercise its judgement in an arbitrary or discriminatory manner.

14.04 Safety Shoes

The Company agrees to pay one hundred and twenty-five dollars (\$125) toward the cost of safety **shoes** or boots in a contract year. The safety shoes must meet the C.S.A. green patch standards for safety **shoes**. The payment will be made to all employees, except probationary employees, on the payroll **as** of the first Monday in February of each year. Probationary employees will be supplied with safety boots upon hiring and in the event such employee does not complete his probationary period, cost of boots shall be deducted from his last cheque.

14.05 Lead Hand

Lead Hand **will** carry on his normal duties, plus direct the work of other employees. He will not have the responsibility to hire, fire, or otherwise discipline employees.

14.06 Bulletin Boards

The Company will provide a bulletin board for the use of the Union in posting Union notices.

14.07 Job Postings

When permanent job vacancies occur for any job classification within the bargaining unit, such jobs will be described and posted on the Bulletin Board for five (5) working days in all branches. Seniority shall govern in the filling of such vacancies where the applicant has the capability and qualifications to perform the duties of the position in an efficient manner. Interested employees must apply in writing within such five (5) working days period of the posting. Should an employee transfer from one branch to another, he shall be given a thirty (30) day trial period. Where an employee transfers under the above provisions of this Article to another classification, he shall be placed at the bottom of the seniority list in the classification to which he transferred for all purposes except lay-off in which case his overall plant seniority shall apply.

14.08 Loss of Driver's License

A driver who loses his driver's license other than when performing his normal duties shall maintain his seniority for a period of twenty-four (24) months from the date on which his license is suspended. However, such an employee will be placed at the bottom of the seniority list for work preference. A driver will be allowed one loss of license per contract year.

14.09 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, or in an emergency situation.

14.10 When an employee is temporarily transferred by the Company, he shall be paid

at the rate **of** the job to which he is transferred, or his own basic wage rate, whichever is the greater.

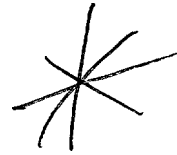
When **an** employee is temporarily transferred in the utilization of his seniority during **a** lay-off, he shall be paid at the basic rate of the job to which he is transferred.

14.11 The Company shall provide opportunities for Operators to receive driver training on their own personal time.

14.12 Capable bargaining unit employees will be utilized where practicable to supplement outside personnel with respect to the performance **of** in-plant maintenance work.

ARTICLE 15 - CONTRACTING OUT WORK

- 15.01
- a) The Company will not contract out work performed by members **of** the Bargaining Unit engaged in the Company's transfer station operations save and except the types of work currently being contracted out (e.g. maintenance. . .)
 - b) Notwithstanding sub-para a) above, where the Company requires additional drivers and ~~operations~~ the Union will be given the first opportunity to supply qualified personnel. However, in the event of an emergency **and** trucks or loaders cannot be obtained without a driver, the Company and Union agree that the Company shall have the right to hire the necessary skills and equipment on a temporary basis provided no regular employee is laid off or on short time.
 - c) The Company will discuss with the Union any and all projected intentions **on their part to** contract out work. .



ARTICLE 16 - TERM OF AGREEMENT

16.01 This Agreement shall continue in force from January 22, 1993 to January 21, 1996 and thereafter from year to year unless either party gives notice to the other of not less than thirty (30) days and not more than ninety (90) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to negotiate revisions thereof. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiation for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or renewed Agreement.

Signed this -- day of June , 1993, in the City of Hamilton, **Ontario**.

FOR THE COMPANY

FOR THE UNION

Andre Martineau

E. Mousal

A. Costas

Paul Elch

APPENDIX "A"Hourly Rates

<u>Classifications</u>	<u>Effective</u> <u>January 22, 1993</u>	<u>Effective</u> <u>January 22, 1994</u>	<u>Effective</u> <u>January 22, 1995</u>
Driver	\$18.45	\$18.75	\$19.10
Operator	\$17.45	\$17.75	\$18.10

Lead Hand Premium \$0.50 per hour

The application of Company rules and regulations will not be inconsistent with the terms and conditions of this Agreement. Furthermore, nothing shall prevent an employee from going through the grievance procedure to determine whether or not he has been dealt with in a just manner.

APPENDIX "B"

1. All employees shall be required to maintain a neat, presentable image.
2. Customers expect to be treated with courtesy and respect.
3. It is essential that your Supervisor be notified immediately when you know of service failures or means of improving service.
4. All employees are expected to work in a safe, efficient manner at all times. Drivers are expected to exercise defensive, professional driving habits and practices.
5. All employees are expected to observe all safety regulations and other legal requirements (whether Federal, Provincial, State, or Municipal) regarding operation and maintenance of motor vehicles and equipment.

All regulatory infractions will be the responsibility of the employee except those which are, by their nature, the responsibility of the Company.
6. All traffic, equipment and by-law infractions must be reported immediately to your Supervisor so that he can take appropriate precautions if necessary.
7. All damage to vehicles and equipment must be immediately reported to your Supervisor in order for him to protect you and the Company from damages.
8. All cases of personal injury, no matter how slight, must be immediately reported to your Supervisor.
9. Employees operating Company vehicles are required to maintain current, valid, and applicable operators' licenses for the province or state in which they are employed.
10. Employees are to refrain from partaking of any intoxicant or narcotic while on duty. Employees are not to report for work if still under the effects of intoxicants or narcotics.
11. Possession of firearms, alcohol, narcotics or other intoxicants on Company time or property will not be tolerated.
12. No dishonesty, theft, false reports or wilful or careless damage to Company equipment or facilities will be tolerated.
13. If any employee is unable to report for work on time, for any reason, he must notify his Supervisor.

Appendix "B" continued

14. Drivers are to ensure, before operating a vehicle, that all equipment is properly serviced for fuel, oil, water, lights, tires and safety equipment and that such items are checked before leaving the branch and upon return at the end of the shift. When on long hauls, drivers are check tires and load security at reasonable intervals during the trip.
15. Drivers are to report mechanical defects on equipment by checking off Vehicle Inspection sheets provided.
16. Employees must never tamper, for any reason, with pressure relief valves on hydraulic equipment.
17. Use of tachograph and other equipment controls are important parts of vehicle operation. It may be important to an employee to be able to prove a fact concerning the operation of a vehicle in case of an accident, lateness or other operational problem.
18. Observe all legal speed limits. The Company speed limits, which take **priority** over legal speed limits, are:
 - a) Paved highway: legal **speed** limited to a maximum of 90 km/hour.
 - b) Gravel road: Legal speed limit to a maximum of 70 km/hour.
 - c) Urban area: 7 km/hour under the posted legal speed.
19. Be alert and considerate **of** the slow, overly cautious driver. Use your air horn only when absolutely necessary. Avoid applying your brakes quickly and cutting in sharply when passing.
20. When two Company units are travelling together, a distance of at least 300 metres must be maintained.
21. Any change in the normal operating characteristics of any vehicle or equipment is to be reported **to** your Supervisor.
22. When an en-route breakdown occurs, all precautions must be taken to place the vehicle so that it does not constitute or create a possible safety hazard. Safety triangles must be placed in accordance with local legislation. Hazard warning lights must be used.
23. Unauthorized passengers are not allowed in Company vehicles.
24. Unauthorized use of Company vehicles, equipment, or facilities is not permitted.
25. All employees **are** required to wear seat belts when driving or riding in a Company vehicle.
26. Idling **is** hard on **an** engine and must **be** kept to **a** minimum. Observe warm-up and cool-down **periods**. **It is necessary to** stop or park **a** vehicle for a period **of** over five minutes; and then turn the engine off.

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

Re: Loss of License for Medical Reasons

Further to our discussions during the recent labour negotiations, it is agreed that if a driver loses his license for medical reasons and is unable to qualify for WCB, STD or LTD, the Company will provide immediate training for the employee to become an operator.

The employee will receive the full operator rate for a period equal to the STD eligibility period. Should the driver refuse such an opportunity, the Company's commitment will be considered to have been totally fulfilled.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

Re: Air Conditioning for Transfer Station Loaders

Further **to** our discussions during the recent labour negotiations, it is agreed that air conditioning will be installed on newly-purchased loaders. This will apply only to **the** transfer stations' loaders. Furthermore, it **is** the understanding of both the Union and Management that a non-working air conditioner will not in any way affect the efficiency of productivity of the loader.

No operator shall refuse to operate a loader with a malfunctioning air conditioning system. Arrangements to repair **a** malfunctioning air conditioner will be made as soon as practical after notification of such malfunction.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie **Street**
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

This will confirm the understanding reached during our 1993 contract negotiations concerning the introduction of eight (8) hour shifts.

The parties agree that an eight (8) hour shift may be introduced into the bargaining unit under the following circumstances:

- 1) New business, necessitating the introduction of the eight (8) hour schedule, is in addition to the existing business outlined in the two (2) contracts with the Region of Hamilton-Wentworth.
- 2) The eight hour schedule **will** be offered only when the representatives of the **parties** agree additional **employees** are required to facilitate the operation of the new business.
- 3) The representatives **of** the two parties must be in agreement with the above in order to initiate the eight (8) hour day.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

~~Dear~~ Mr. McIlravey:

This will confirm our understanding reached during our recent negotiations with respect to the application of Article 15.01 (a) as it applies to the Company's Field Service Solid Waste Management Agreement dated February 7, 1978, with the Regional Municipality of Hamilton-Wentworth, with respect to the Company's transfer station operations in the City of Hamilton, Ontario and in the ~~Town of~~ Dundas, Ontario.

The Company hereby confirms that in the event of an increase in work or service requirements which result in the Company's requirement for additional employees to perform work in the job classifications listed in Appendix "A", **engaged** in the Company's transfer station operations under the Company's contract with the Regional Municipality of Hamilton-Wentworth as defined in the above paragraph, the Company agrees to fill such job vacancies arising from the increased work requirements in accordance with the terms and conditions of the Collective Agreement.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

This will confirm our understanding reached during our negotiations whereas the Company agreed to extend benefits coverage for Major Medical Prescription, Drug Plan, Dental **Care** Benefits on the following basis:

Employees in receipt **of** payment for Short-term Disability and/or Long-term Disability shall be provided with such benefits **so long as** they continue to receive such payments.

Employees in receipt of **a** Workers Compensation lost time payment shall receive benefits **coverage** to **a** maximum of 18 months from the date of absence.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

Re: Article 11.02

This will confirm our understanding reached during our recent negotiations with respect to the application of the above-named Article.

The Company agrees during the term **of** the Agreement not to re-assign any work now being performed by bargaining unit members in order to create a new classification at a lower wage rate.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie **Street**
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

This will confirm our understanding reached during our 1993 contract negotiations with respect to employees being given the opportunity to bid on work schedules within their classification based on seniority. For the purpose **of** this letter, employees performing work in the classification **of** Cleaner and who are qualified and capable **of** performing the duties **of** Operator shall be given the opportunity to bid on the Operator work schedules on the basis of seniority.

The work schedule bid shall be held in the month **of** January, the process which will commence no later than the beginning of the third week of the aforementioned month.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters **Local** Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

This will confirm our understanding reached during our 1993 negotiations that if Branch 920 (previously Branch 14) retains the contract to haul ash from the SWARU facility, Local 879 will be assigned the work.

As you are aware through our previous discussions, the Government of Ontario has passed changes to Reg. 309 which caused all incineration plants to segregate their ash into a "flyash" component and a "bottom" ash component. The "flyash" component was deemed hazardous based on MOE leachate testing. **The** handling of "flyash", as a result, reverted back to the Region. The Region now controls the contract for the hauling of "flyash" and has requested bids from various companies. Laidlaw Waste Systems Ltd. no longer has any claim to this material. The "bottom" ash component is still under contract to Laidlaw Waste Systems Ltd. and is being assigned to Local 879.

The contract with the Region contains a "change in law" clause which causes work to revert back to the Region should there be a change in any laws or regulations.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director **Human** Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

The parties recognize the right of the Company to fill a temporary vacancy. In the case of vacation relief or such other period of absence of an employee and where it is determined that such period will exceed thirty (30) calendar days, the Company agrees to post such vacancy in accordance with Clause 14.07.

An employee posting for such vacancy due to vacation relief coverage recognized that his schedule vacation, if during this period, may be changed. The parties agree to meet and discuss and to waive the requirement to post where such posting would not be practical.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

~~Dear~~ Mr. McIlravey:

This will confirm the understanding reached with regard to Clause 14.04. The Company will continue its practice during the life of this Agreement of issuing one (1) change of summer **and** winter wear for pants **and** shirts.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

Dear Mr. McIlravey:

This will confirm the understanding reached with regards to existing pen: ons:

- 1) Current participants (employees currently making contributions) to the Tricil Non-Supervisory Plan shall be frozen and **no** new employees or participants will be permitted to join the Plan after June 11, 1993.
- 2) Current participants electing to withdraw from the Plan, will be provided with such options as may be available to them, relating to their accrued contributions and interest calculated to the date they ceased participation, and subject to regulatory requirements.

Current participants shall by December 1, 1993 notify the Company in writing, indicating their irrevocable election to cease contribution and participation in the Tricil Non-Supervisory Plan. Employees electing to cease participation and other employees currently not participating will be permitted to join the new plan as set out above.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources

JBT:wb

June 14, 1993

Mr. D. McIlravey, Business Agent
Teamsters Local Union 879
412 Rennie Street
Hamilton, ON L8H 3P5

~~Dear~~ Mr. McIlravey:

This will confirm the understanding reached with regards to New Laidlaw pension options:

Effective the 1st full month following ratification and subject to plan requirements, employees will be permitted to join and participate in the following:

- 1) Group Registered Retirement Savings Plan through regular payroll deductions to the extent permissible under Revenue Canada guidelines.
- 2) Deferred Profit Sharing Two Plan, the Company will match the employee contribution under the Group Registered Retirement Savings Plan to a maximum of \$25.00 per month.
- 3) Deferred Profit Sharing Three Plan, employees will, effective the next fiscal year of the Company, be permitted to participate in accordance with the terms of this plan, as may be amended from time to time.
- 4) Nothing herein shall form part of the Collective Agreement. The Company reserves the sole right to amend, modify, suspend, or terminate the plans referred to in 1, 2, 3, above.
- 5) Employees will receive an annual statement.

Current participants shall by December 1, 1993 notify the Company in writing, indicating their irrevocable election to cease contribution and participation in the Tricil Non-Supervisory Plan. Employees electing to cease participation and other employees currently not participating will be permitted to join the new plan as set out above.

Yours truly,

LIDLAW WASTE SYSTEMS LTD.

J. B. Tiernay
Director Human Resources