

TEAMSTERS



**Collective Agreement
Between
Teamsters Local Union No. 419**
(hereinafter referred to as the Union)
And

Clean Harbors Canada, Inc.
(hereinafter referred to as the Company)

May 27, 2007 to January 31, 2011

CleanHarbors® 13119 (02)

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

ARTICLE 1 - PURPOSE

1.01 It is the purpose and intent of the Company and the Union in making this Collective Agreement to develop, maintain and improve relationships between the Company, the Union, and the employees represented by the Union, by setting forth herein terms of agreement relating to rates of pay, hours of work, and conditions of employment.

The mutual interests of the Company, the Union, and the employee include the maintenance and improvement of both the quality and quantity of service to our customers so that we may keep and improve our competitive position in the waste industry, recognizing that such improvement has been the constant basis of greater stability of employment, creating new employment, and increased individual and general living standards.

Attaining these goals requires steady increases in productivity and depends not only on the total output of services, but also on output of the individual employee. Improved methods contribute substantially to the productivity of individual performance. The Company will continue to work toward the improvement of its productivity.

1.02 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities **under** this Agreement.

1.03 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

There shall be no Union activity on Company time which will interfere with or impede work being performed. There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.

1.04 The Company and the Union agree to meet at least four **(4)** times a year, in January, April, July and October, for the purpose of promoting cooperation between the Company and the Union and discussing issues relating to the

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work force which affect the parties or any employees bound by this Agreement.

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 at its location at 551 Avonhead Road, Mississauga, Ontario, save and except Dispatcher, Foremen, those above the rank of Foremen, Office and Sales Staff
- 2.02 The term "employee" and the word "employees" whenever used in this Agreement shall mean those persons included in the bargaining unit set forth in Article 2.01.
- 2.03 Supervisors and/or non-bargaining unit personnel shall not perform any work normally performed by bargaining unit members except in **cases** of training, experimental situations, emergency or circumstances when no bargaining unit employees are available to perform such **work**.

ARTICLE 3 - UNION SECURITY

- 3.01 The Company agrees that each new employee after ninety (90) days worked and each present employee shall, as a condition of employment become and remain members in **good** standing of the Union.

The Company agrees to deduct Union initiation fees and weekly Union dues as specified in the Union Constitution from each eligible employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union on or before the tenth (10th) day of the following month in which the deductions are made. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of dues, and such notification shall be the Company's conclusive authority to make the deductions specified.

- The Company **will**, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's pre-billing statement showing the following information from whose pay deductions have been made:

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- (a) All monthly dues for members to be submitted with current address, postal code, Social Insurance Number and date of hire;
- (b) Twelve (12) **check-offs** per year (calendar month)
- (c) Monthly:
 - (1) New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire;
 - (2) Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of terminations or resignations;
 - (3) Addresses to be updated as well as name changes, i.e. marriage.
 - (4) Rate of pay
- (d) Temporary employees or students who have performed one hundred and twenty (120) or more work days in a twelve consecutive month period shall become members of the bargaining unit and shall be covered by the provisions of this Collective Agreement as **of** their one hundred and twenty-first (121st) day worked. **Such** employees' seniority shall commence from the first day such employee was used in such calendar year.
- (e) Notwithstanding the fact that temporary employees and students are not members of the bargaining unit, the Company agrees to deduct union dues from such employees in any month where such employees perform forty (40) or more hours of work for the Company.
- (f) Temporary employees or students who have already performed more than ninety days worked in a twelve (12) consecutive month period in the bargaining unit, will not be required to serve a probationary period if they become full-time employees, in the same classification.

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- (g) The Company agrees that temporary employees or students shall be given preference for the purpose of hiring for a full-time vacancy.
- (h) The Company agrees that if a temporary employee or a student is hired full-time, he shall be enrolled into the Group Insurance Benefits upon completion of his probationary period.
- (i) Upon completion of their probationary period, temporary employees and students will be paid for the classification for which they are performing at the full time wage rate as specified in Appendix :I: - Classifications and Hourly Wages Rates.

3.02 If **an** employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified **by** the Secretary-Treasurer of the Union will **be** deducted and forwarded to the local union.

3.03 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 under the terms **and** conditions outlined in Article 3.01.

3.04 Company Saved Harmless

The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action arising out of or in any **way** connected with the collection of such dues and initiation fees from such employees.

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:

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- (a) The right to maintain order, discipline and efficiency in connection therewith; to make, alter and enforce from time to time, 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 the subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees.
- (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 number of shifts, the methods, processes and means of service, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, overtime, and the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, 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.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or nonmembership in any labour organization or by reason of any activity or lack of activity in any labour organization, or because of race, creed, colour, sex, age, marital status or national origin.
- 5.02 The Union agrees that it will not discriminate against or coerce any employee because of his membership or non-membership, his activity or his lack of activity in the Union or because of race, creed, colour, sex or national origin.

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- 5.03 Where the properly authorized business agent of the Union wishes to visit the premises of the Company, he shall do so only during normal working hours after having obtained the permission of the Operations Manager or his designate prior to making such a visit. Such permission will not be unreasonably withheld. Normal working hours shall be those hours when a Manager is on duty. The business agent shall announce his presence to the Manager on duty and shall be subject to all security rules of the Company while on the premises. The Union covenants and agrees that the business agent will not interfere with the duties and productivity of employees while on the Company's premises.

ARTICLE 6 - REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise elect one (1) shop steward and one (1) alternate steward from **both the Plant and Transportation groups** amongst employees in the bargaining unit who have completed their probationary period.
- 6.02 For the purpose of this Agreement, a Steward together with the officers of the Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility for the purpose of insuring that this Agreement is faithfully carried out.
- 6.03 The Steward has regular duties to perform on behalf of the Company and he shall not leave his duties to attend to any Union business or to discuss any grievances without the express consent of the Operations Supervisor or his delegate. Such consent will not be unreasonably withheld, Where such consent has been granted, the Steward resuming **his** regular duties will report to his immediate superior or in his absence the Operations Supervisor or his delegate. In accordance with this understanding, the Company agrees to compensate a steward for his regular scheduled **work time** spent in servicing grievances of employees, **up to but excluding**, arbitration.

In addition, **the** Company will pay the Union Steward his regular daily earnings to a maximum of six (6) days for time spent **by** the employee in negotiations with the Company to renew the Collective Agreement.

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- 6.04 The Union shall notify the Company, in writing, of any changes in personnel of the Union executive before the Company shall be required to recognize them.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure, as herein set forth, shall serve as and constitute the sole and exclusive means to be used by the Griever for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in the Agreement, it shall be considered as including the arbitration procedure.
- 7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his supervisor on duty an opportunity to adjust his complaint. The employee shall discuss his complaint with the supervisor on duty within three (3) working days after the time circumstances upon which the grievance is based were **known**, or should have been known, by the Griever. The supervisor shall give an oral answer to the Griever within five (5) working days. Failing settlement, it may be then taken up within three (3) working days following the Supervisor's decision in the following manner and sequence.

STEP NO. 1

The grievance shall be reduced in writing and presented to the immediate supervisor within three (3) working days of the receipt of the Supervisor's oral decision. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated and the

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relief requested and shall be signed by the employee and countersigned by the Steward. A meeting will be held within five (5) working days between the Operations Supervisor or his delegate, the employee concerned and the Steward. The decision of the Operations Supervisor or his delegate shall be delivered to the Union in writing within five (5) working days after such meeting.

STEP NO. 2

Failing satisfactory settlement at Step No. 1, the Union may within three (3) working days request a meeting to be held with the Union Staff Representative, the Steward, and the Operations Manager. Such meeting to be held within ten (10) working days following receipt of the Union's written request. The Operations Manager will provide the Union with a written decision within five (5) working days after such meeting. Either **party** may require the attendance of the grievor at such Step No. 2 meeting.

STEP NO. 3

Failing satisfactory settlement at Step No. 2, the Union may within five (5) working days request a meeting to be held with the Union Staff Representative, the Steward, and the Facility Manager or his delegate. Such meeting to be held within thirty (30) working days following receipt of the Union's written request. **The** Facility Manager will provide the Union with a written decision within ten (10) working days following the meeting. Should a mutually satisfactory conclusion not be reached through the foregoing steps of the grievance procedure the Union may within ten working days from the third step decision but not thereafter, refer the matter to a Board of Arbitration **as** provided in Article 8 hereof.

- 7.04 In a case of a Union policy grievance such grievance may be submitted to the Operations Manager in writing within two (2) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby **be** bypassed.

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- 7.05 (a) A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance as required in Step No. 1 of the Grievance Procedure is lodged with the Management within three (3) working days of his discharge. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- (b) Such grievances may be settled by confirming the Company's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or **by** the Arbitration Board.
- 7.06 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.
- 7.07 The time limits and other procedural requirements set out in Article 7 are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the Griever. Any grievance not appealed from one step of the grievance procedure to the **next** within the specified time limits shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties. Any of the above time limits may be extended by mutual written consent. Should the Company fail to respond within the time limits set forth on any of the steps of the grievance procedure, the grievance will be deemed to have been denied and the Union may proceed to the next step; unless an extension of the time limits has been mutually agreed upon as set out above.
- 7.08 **The Company and the Union may mutually agree to apply to the Canada Labor Relations Board for grievance mediation either prior to applying for arbitration or after.**

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ARTICLE 8 - ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that an employee has been unjustly discharged, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the written grievance as presented at Step No. 1 (or at Step No. 2 as the case may be) to arbitration.

A grievance which has been referred to arbitration, by a written notice to arbitration, shall be heard by a sole arbitrator who shall be selected from the following panel of five (5) arbitrators:

Robert Blair
Gail Brent
Louisa Davie
Owen Gray
Paula Knopf

During the term of this Agreement, the parties may mutually agree to substitute any arbitrator on this list for another arbitrator agreeable to the parties. The arbitrators shall be listed in alphabetical order.

8.02 The party having carriage of the grievance and suggesting arbitration shall remove two (2) names from the list of arbitrators provided in Article 8.01, and the party responding shall remove an additional two (2) names from the list, and the name of the arbitrator remaining shall be the arbitrator selected to hear the grievance. If the arbitrator so allocated is unable to convene a hearing within thirty (30) days of being contacted then, at the request of either party, the remaining arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within thirty (30) days of being contacted. If none of the arbitrators contacted are able to convene a hearing within thirty (30) days, then the arbitrator who can convene a hearing within the shortest period shall be the arbitrator selected.

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- 8.03 After the notice to arbitrate has been given, either party may apply to the Minister of Labour, Canada, for the appointment of a mediator to assist the parties in resolving their differences. The mediator shall meet with the parties if possible before the date of the arbitration. If no mediator is available or if he is unable to convene a meeting, the arbitration shall go ahead on the date scheduled unless the parties otherwise agree.
- 8.04 If the arbitrator finds the grievance to be arbitrable, the arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for this decision and the findings of fact upon which the decision is based but shall not modify discharge action for just cause and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.05 The Board of Arbitration shall not have any power or jurisdiction to alter, change, amend or add to or detract from any of the provisions of this Agreement or to substitute **any** new provisions **for any** existing provisions or to make any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not specifically covered by it, nor to deal with any matter not contained in that written grievance filed by the griever. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.06 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly share the expenses of the Chairman of the Arbitration Board.

ARTICLE 9 - DISCIPLINE

- 9.01 During each employee's probationary period the Company has the right to alter the status of such employee in accordance with the provision of article 11.01.
- 9.02 Any employee who is called before management for disciplinary action or to receive a reprimand shall have a union steward present.

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If an employee is called before management as a result of an investigation that could lead to disciplinary action, it is incumbent upon management to ask if the employee would prefer to have a union steward present.

- 9.03 Copies of disciplinary correspondence shall be given to the employee involved and the Union Steward. All disciplinary correspondence, shall not be referred to after a period of twelve (12) months from the date of issuance of such discipline except those involving suspension which shall not be referred to after a period of eighteen (18) months from the date of issuance and thereafter any such correspondence shall not be relied upon by either party excepting as may be necessary for processing and handling of complaints or charges filed outside of this Agreement.
- 9.04 The company shall confirm any disciplinary action to be taken against an employee within five working days from the time the company has completed its investigation of the incident which gave rise to the discipline to be imposed. The company will inform the union steward of the commencement of the investigation.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01 Neither the Union nor any employee shall take **part** in or call or encourage any strike, picketing, sit-down, slow-down, or any suspension of, or stoppage of, or interfere with work or production against the Company which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, nor shall the Company engage in any lockout during the term of this Agreement.
- 10.02 The word "strike" and the word "lockout" as used in Articles 1.03 and 10.01 shall have the same meaning given to those words in the Canada Labour Code.

ARTICLE 11 - SENIORITY

- 11.01 Every employee hired by the Company hereafter shall serve a probationary period of ninety days worked at the wage stipulated in this Agreement for his particular classification and shall be required to pay Union dues after ninety days worked. During this probationary period new employees shall

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be entitled to all rights and privileges of this Agreement. After completion of the probationary period, if satisfactory, he shall become a permanent employee and shall be paid at the rate of his classification.

The discipline or discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the Company, and should only be modified where the Company has no basis for its decision.

His seniority shall commence from the effective date of his appointment to the probationary staff.

- (a) The Company shall prepare a seniority list.
- (b) The Company shall post a copy of this list and deliver a **copy** to the Union. This list shall be brought up-to-date in January and June of each year. **At** any time during regular **office** hours seniority information shall be available to the Union Steward on application to the Operations Supervisor.

11.02 An employee shall lose all seniority and his employment shall be deemed to have been terminated if he:

- (a) Voluntarily quits the employ of the Company;
- (b) Is discharged and not reinstated through the grievance procedure;
- (c) Has not performed **work** for the Company for a period equal to the lesser of his period of seniority or twenty-four (24) months **unless in contradiction of Federal Statute;**
- (d) Fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the Company have been made for an extension of such leave;
- (e) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

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- (f) Fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice without a reason acceptable to the Company.
- (g) Upon return to work following illness or accident for three (3) or more working days, fails, prior to commencing work, to produce a certificate from a licensed medical practitioner verifying the reason for such absence.

Employees having an absentee record in excess of the facility average may be required to produce such certificate after one (1) or more days absence.

- (h) Fails to report for work for three (3) consecutive working days without a reason acceptable to the Company.

11.03 It shall be the duty of employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach the employee.

11.04 An employee, absent from **work**, must report by 3:00 p.m. of the day returning to **work**, his intention of returning to work on their next regularly scheduled shift.

11.05 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, such employee shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. If during the trial period the successful applicant either proves unsatisfactory or is dissatisfied with the position, he shall be returned to his former position, wage or salary rate and without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

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- 11.06 (a) In the event a vacancy occurs in any of the classifications covered hereunder, the Company shall post a notice on the bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within three (3) working days of such posting.
- (b) In filling permanent job vacancies and in cases of promotion or of increase or decrease of the work force, the following factors will be considered:
- (i) Seniority;
 - (ii) Skill and qualifications;

Where between employees the factors in (i) and (ii) are relatively equal, the senior qualified employee will be selected. The Company will not exercise its discretion in an arbitrary or discriminatory manner. It is understood that an employee's overall work record may be used as a factor in filling permanent job vacancies.

- 11.07 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in **the** reverse order of their seniority providing those remaining have the skill, physical ability, **and** qualifications to perform the available work. Employees shall be recalled in the order of their seniority providing they have the skill, physical 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.
- 11.08 In the event of **a** layoff, the Steward, during his term of office, shall be the last employee laid off and the first recalled; provided he has the skill, physical ability, and qualifications to perform the available work.
- 11.09 The Company agrees that it will not engage temporary employees, students or agency employees, **dependent or Independent contractors based in Mississauga** to perform work normally performed by members of the

bargaining unit so long as there are seniority employees on layoff who are fully qualified to perform the **work** required.

ARTICLE 12 - LAYOFF

12.01 In the event of a layoff of more than thirty (30) days' in duration, the Company agrees to give to an employee who has completed his probationary period, five (5) calendar days' notice or pay in lieu thereof. **An** employee who is laid off is not required to return to work following **a** layoff if the recall is for work of less than thirty (30) days of duration. However; if the laid off employee refuses the recall of work greater than 30 days, their employment shall be deemed to have terminated.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 The provisions of this Article are for the purpose of computing hours of work and should not be construed to be **a** guarantee of or limitation **upon** the hours of **work** to be done per day or per **week** or otherwise or a guarantee of work schedules. The Company reserves the right to establish the starting and quitting time of employees at its discretion. The Company agrees, prior to any change in the starting or quitting times or shift arrangements, to discuss such changes with the Union.

13.02 The normal Plant hours of work shall be:

- (a) Eight (8) hours per day for five (5) consecutive days, Monday to Friday;
- (b) Ten (10) hours **per** day for four (4) consecutive days, Monday to Friday;
- (c) The Company will have the right to change working hours to conform to changes in service requirements.

13.03 The normal Transportation hours of work **shall be:**

- (a) A working week for Drivers is determined by seven (7) consecutive days. The Company will provide employees with two

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(2) weeks notice prior to implementing a change to the work week schedules.

13.04 Employees shall be at their respective work places at the designated starting times and shall remain at their work places until their scheduled replacements arrive or until expressed permission to leave has been given by the supervisor.

13.05 (a) Employees shall be allowed a one half (1/2) hour unpaid lunch break.

(b) Employees shall receive a fifteen (15) minute rest period during the first half of their scheduled shift. Each employee assigned to Operations shall be granted a five (5) minute wash-up period prior to the lunch break. Employees shall receive a fifteen (15) minute rest period during the second half of their scheduled shift to be taken in conjunction with the fifteen (15) minute shift end wash-up period.

(c) The lunch break and rest periods **will** be at times designated by the supervisor and will be organized in such a fashion to provide for continuous operation of the plant.

13.06 When considered necessary by the Company, employees who normally perform the work shall be offered the overtime opportunity first on a rotational basis within classification and shift. If there are insufficient employees to perform the available work, the Company shall offer such overtime opportunity to qualified employees in other classifications in accordance with seniority. **If** there are still insufficient employees, the employees who normally perform the work will be scheduled in reverse order of seniority.

Overtime on Saturday and Sunday shall be offered to the employees who normally perform the work on a rotational basis within the classification and the same conditions as above shall apply.

13.07 All hours worked **for Plant Staff** in excess of the normal daily hours of work as outline in clause 13.02 (a) and (b), or forty (40) hours per week shall be paid for at a rate of one and one half (1-1/2) times the regular hourly rate.

Hours paid for statutory holidays under Article 17 are deemed to have been worked for the purpose of computing the total hours worked in a week.

All hours worked for the Transportation Group in **excess** of ten (10) hours per day and **fifty (50)** hours in a week in the drivers classification shall be paid at the rate of one and one half (1.5) times the employee's regular hourly rate.

Drivers working on Mileage rate or a combination of Mileage and hourly rate, shall be paid the mileage rate plus one half (1/2) the applicable hourly rate for all hours worked in excess of ten (10) hours per day.

The exception to the Transportation Group as it relates to this policy is the Yardman and Mechanic will fall under the Transportation group however, will follow the Plant's collective agreement.

- 13.08 With the exception of regularly scheduled boiler or plant checks, where an employee is required to perform any work in addition to his regularly scheduled working hours, he shall be paid at one and one half (1-1/2) times the regular hourly rate for those hours worked in addition to his regularly scheduled working hours.
- 13.09 With the exception of regularly scheduled plant or boiler checks, where an employee is required to work overtime on holidays as defined in Article 17, he shall be paid at two (2) times his regular hourly rate for those hours worked.
- 13.10 (a) All hours worked on an employee's first scheduled day of rest after forty (40) hours worked, shall be paid at one **and** one half (1-1/2) times the regular hourly rate.
- (b) All hours **worked** on an employee's second scheduled day of rest and/or subsequent scheduled days of rest shall be at two (2) times the regular hourly rate provided the first scheduled day of rest was worked. If the first scheduled day of rest was not worked, all hours worked on the second day **of** rest shall be at one and one half (1-1/2) times the regular hourly rate. Accordingly, **the** third scheduled day of

rest shall be paid at two (2) times the regular hourly rate if the first or second scheduled day of rest has been worked.

- 13.11 Overtime premiums shall not **be** paid more than once for **any** hour worked and there shall be no pyramiding of overtime.
- 13.12 Notwithstanding the foregoing provisions, an employee shall be paid at his straight time rate for overtime work performed, with his supervisor's approval, at the employees own request in substitution for his regularly scheduled working hours in an exchange of working hours with another or other employees.
- 13.13 The Company will pay a shift premium of eighty-five cents (**\$0.85**) per hour for a 1 hours worked on a shift regularly scheduled to commence after 12:00 p.m. Also, a shift premium of eighty-five cents (**\$0.85**) per hour for all hours worked on a shift scheduled to commence after 10:00 p.m. There is to be no pyramiding of shift premium.
- 13.14 (a) Employees who are asked to report to work on a regular scheduled work day shall be provided with the opportunity to work a minimum of eight (**8**) hours. Employees who decline such opportunity will only be paid for actual hours worked.
- (b) A Driver who properly reports to work as scheduled, or as directed, unless he has been notified in advance by the end of his previous regular shift not to report, will receive at least five (**5**) hours at his straight time hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power or other utility breakdown, inclement weather, or nay other causes, without limitation, beyond the control of the Company.

ARTICLE 14 - CALL-IN

- 14.01 If an employee **is** called in by the Company on **less** than eight (**8**) hours notice for the performance of any work in addition to his regularly scheduled working hours, he shall be **paid** a minimum of four (**4**) hours at his straight time rate, or the applicable overtime rate for actual hours worked, whichever

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is the greater. If, however, such unscheduled work forms a continuous period with his regularly scheduled working hours, no minimum shall apply.

- 14.02 An employee required to perform regularly scheduled boiler or plant checks shall be paid a minimum of four (4) hours at his straight time rate, or the applicable overtime rate for actual hours worked, whichever is the greater.
- 14.03 The Company agrees to guarantee two (2) hours work or pay in lieu thereof at the applicable overtime rate of pay for any scheduled overtime on Saturday or Sunday.

ARTICLE 15 - CLASSIFICATIONS AND WAGES

- 15.01 The Company shall pay wage rates in accordance with Appendix "1" attached hereto and forming part of this Agreement.
- 15.02 Employees shall be paid by cheque or direct bank deposit and will be provided with an itemized statement of wages and deductions. If the Company decides to change the method of payment, the Company will provide two (2) months prior notice to the Union.
- 15.03 During the term of this Agreement, the Company and the Union shall meet to discuss the rates of pay and terms and conditions that shall be applicable to the newly created position. All rates of pay, terms, and conditions are to be retroactive to the start of the new job classification.

If the Company and the Union fail to agree on the above, the Union has the right to file a grievance.

- 15.04 Training periods shall be sixty (60) working days on each job and the applicable training rate shall apply. If in the Company's judgement the employee has achieved a satisfactory level of skill and performance before the end of the training period, the Company may increase the employee's rate.
- 15.05 Training and probationary rates shall be ninety percent (90%) of the regular classified rate,

ARTICLE 16 - TEMPORARY TRANSFER

- 16.01 If an employee is temporarily assigned to a job with a rate of pay lower than the employee's regular rate of pay, he shall receive his regular rate of pay for the balance of his shift; thereafter, he shall receive the rate for the job performed.
- 16.02 If an employee is temporarily assigned to a job with a rate of pay greater than the employee's regular rate of pay, he shall receive the greater rate of pay **if** he is fully trained and qualified to do the job, **If** **he** is not fully trained, and qualified to do the job he shall receive the greater of the applicable training rate or his regular rate of pay.

ARTICLE 17 - STATUTORY HOLIDAYS

- 17.01 The following days shall be recognized as statutory holidays and employees who have acquired seniority **will** be paid for **these** holidays **at the employees** regular straight time hourly rate; eight (8) hours or ten (10) hours pay; whichever is applicable:

| | |
|----------------|---------------------|
| NEW YEAR'S DAY | THANKSGIVING DAY |
| GOOD FRIDAY | CHRISTMAS DAY |
| VICTORIA DAY | BOXING DAY |
| CANADA DAY | 1 FLOATING HOLIDAY |
| CIVIC HOLIDAY | 1/2 DAY DECEMBER 24 |
| LABOUR DAY | 1/2 DAY DECEMBER 31 |

The floating holiday to be agreed upon between the Company and the employee.

The two half days of December 24th and December 31st will be observed by half the number of drivers taking the full day of December 24th and the other half taking the full day of December 31st. Drivers will be deemed on Holiday that day for the purpose of holiday pay.

- 17.02 An employee shall not be paid for any holiday;

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- (a) If he does not work on such holiday when he has been scheduled to do so without reasonable cause acceptable to the Company, 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 worked, or
- (d) If he has not earned wages on at least twelve (12) days during the four **(4)** weeks immediately preceding a holiday, or
- (e) If the holiday occurs while he is on leave of absence.

17.03 An employee who is scheduled to **work** on the day of observance of one of the statutory holidays, and who works on such statutory holiday shall receive in addition to the holiday pay provided in Section 17.01, pay at the rate of two (2) times his regular hourly wage rate for all hours worked on the statutory holiday.

17.04 If an employee is absent from work due to sickness, injury or accident and is receiving worker's compensation benefits or **short-term** disability benefits, he shall receive the difference between the holiday pay and his daily disability benefit.

ARTICLE 18 - VACATION

18.01 The purpose of the vacation plan is to provide periods of rest and relaxation by the establishment of a system of vacations with pay for employees who are paid on an hourly rate basis.

It is intended that each employee must take his vacation time each year and that vacation time each year is not accumulated from one year to another.

18.02 The vacation year shall be from January 1st to December 31st. For all vacation requests, the Company will **prepare** a vacation request form to be distributed to employees by December 1st of the preceding year and

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employees are to indicate their preferences by December 15th. The Company will consolidate the preferences, make any changes required and post the vacation schedule by January 15th of the vacation year.

The Company maintains the right to limit the number of employees on vacation at any one time and preference as to vacation dates will be recognized on the basis of seniority. **Any** change to an employee's vacation schedule shall be made by mutual agreement between the employee and the Company.

Exceptionally, employees with more than two (2) weeks of annual vacation may request a change up to five (5) single days of vacation already booked on the schedule to cover for no notice call offs when needed, without prior notice.

18.03 Statutory Holidays which occur during an employee's vacation period shall be paid, in addition to the employee's vacation pay, in accordance with Article 17, or at the employee's option the employee shall be granted an additional day off with pay the next working day following his vacation period. The employee must make his selection known to his supervisor when scheduling his vacation period,

If an employee chooses to work in lieu of the statutory holiday it is clearly understood that he shall receive eight (8) hours pay for the statutory holiday and regular pay for hours worked.

18.04 Vacation entitlement shall be:

- (a) For continuous service, as of May 1st, of over one (1) year but less than three (3) years, two (2) weeks paid vacation;
- (b) For continuous service, as of May 1st, of over three (3) years but less than ten (10) years, three (3) weeks paid vacation;
- (c) For continuous service, as of May 1st, of over ten (10) years, four (4) weeks paid vacation;

- (d) An employee with less than one (1) year of service, as of May 1st, shall not be permitted to take vacation until he has completed one (1) year of continuous service. However, he shall be allowed two (2) weeks paid vacation to be taken within the ten (10) month period following one year of continuous service and before May 1st of the next scheduled vacation year.
 - (e) The Company agrees to credit employees who have transferred from other Company facilities with their years of service for the purpose of vacation entitlement.
 - (f) Vacation weeks of entitlement must be booked and taken in increments of no less than one (1) calendar week with the exception of the employees with more than two (2) weeks of annual vacation who may book their 3rd or 4th weeks in one (1) day increments on the vacation schedule. Should there be a need, employees with more than two (2) weeks can request up to five (5) single days booked on the original schedule provided the employee provides a seventy-two (72) hour notice to the supervisor and further provided it does not interfere with employees who had previously booked vacation of one (1) week or more, subject to operational requirements.
- 18.05 (a) Vacation pay shall be calculated on the basis of forty (40) hours per week at the employee's straight time regular rate of pay, or on the basis of two percent (2%) of the employee's gross earnings as reported in the previous year on his T-4 statement, whichever is greater.
- (b) Vacation pay will be paid at the employee's option on the first of February, or when vacation is taken. An employee who elects to take his vacation pay on the first of February will be allowed to roll such vacation pay on a tax deferred basis into an RRSP; provided such rollover is permitted by applicable legislation.
 - (c) Employees who are off work for any reasons when vacation pay is paid will receive their applicable percentage on their gross earnings of

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the previous year. This payout will not result in any offset to the LTD benefit.

Upon return to work, employees will receive their full vacation pay as per paragraph (a) above, less any vacation pay already paid for that year.

ARTICLE 19 - WELFARE BENEFITS

19.01 Payment of Premiums

Employee benefit contribution effective May 27, 2007; for the duration of the collective agreement, each bargaining unit employee will pay \$5.00 per week as their individual contribution towards the cost of group benefits, except when on LTD.

Regular, full-time employees shall be eligible for insurance and extended health benefits on the first of the month following completion of their probationary period. Dental coverage is effective on the first of the month following the first anniversary of employment,

It is understood that the Company's sole liability regarding the Group Benefit Plan is limited to the payment of the premiums; provided the Company remits the premiums **as** required **by** the respective plan carrier(s). Any dispute with respect to any benefit entitlement of an individual is between the individual and the carrier(s) and such dispute is not arbitrable or subject to the grievance procedure.

19.02 The Company agrees to continue its contribution for such welfare coverage to employees absent due to injuries compensable under the Workplace Safety and Insurance Board & up to a period of twelve (12) months from the time of injury.

19.03 The Union acknowledges that the unemployment insurance reductions allowed to the Company by virtue of the existence of a sick leave plan shall be retained by the Company for the provision of the benefits described in this Article.

19.04 Parties have agreed to modify benefits as follows:

Dental - \$1,500.00 per person, per year.

Weekly short term disability rates shall be **sixty** percent (60%) of regular weekly earnings up to the following maximums:

| | | |
|------------------|--------------------------|-----------------|
| June 1, 2007 | (60% up to a maximum of) | \$500.00 |
| February 1, 2008 | (60% up to a maximum of) | \$500.00 |
| February 1, 2009 | (60% up to a maximum of) | \$600.00 |
| February 1, 2010 | (60% up to a maximum of) | \$600.00 |

Long term disability benefit will be **\$1,600.00** per month.

Life Insurance and Accidental Death & Dismemberment Insurance are as follows:

| | |
|------------------|--------------------|
| June 1, 2007 | \$42,500.00 |
| February 1, 2008 | \$42,500.00 |
| February 1, 2009 | \$45,000.00 |
| February 1, 2010 | \$50,000.00 |

Dependant and Child Life Insurance as follows:

| | | |
|--------------------------------|-----------|---------|
| Effective April 1, 2003 | Dependant | \$4,000 |
| | Child | \$2000 |
| Effective February 1, 2004 | Dependant | \$5,000 |
| | Child | \$3,000 |

ARTICLE 20 - OTHER ALLOWANCES

20.01 The Company will provide each plant and transportation employees with two (2) pairs of safety boots per **year**. This safety wear will be fully paid by the Company who will determine **the** supplier and type of Boot.

20.02 Employees required to work more than two (2) hours of unscheduled overtime, immediately following their normal daily hours of work, shall be provided a meal. The Company shall provide tip to \$10.50 for such meal allowance with receipt, and \$6.50 without receipt.

20.03 Employees called in to work a complete shift on overtime or on their regular day off, will be required to provide their own lunch providing they are notified more than two (2) hours prior to the starting time of the shift; otherwise, the Company shall provide a meal allowance as per Article 20.02. Receipts will be required.

20.04 The company agrees to provide at no cost to the employees who need prescription glasses, one pair of safety glasses and one pair of safety sunglasses. The company will supply the glasses when the employees eventually need them and thereafter, once every two years. At the discretion of the company, the period could be shortened on a need to basis.

20.05 **Parkas**

The company agrees to pay the cost of a winter parka once every two years at the discretion of the company, This period could be altered on a need to basis.

20.06 Layover Pay – Company drivers who elect at the time of dispatch to spend the night in the sleeper berth and to provide their own meals will receive a per diem of \$40 per night.

20.07 Severance – The Company will pay severance pay to employees who are terminated as a result of a reduction in the workforce. Severance pay will be calculated as follows:

Three (3) days pay per year of service with a minimum of 5 days pay.

Employees who receive severance pay will lose all recall rights and are deemed terminated upon receipt of payment.

Severance under this provision includes any statutory severance payment due by virtue of applicable legislation.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering the specific period of time. Leave granted shall be at the sole discretion of the Company and shall be without pay or any other form of compensation and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company will not act in an arbitrary or discriminatory manner in making its decision.
- 21.02 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his immediate supervisor at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. Such request shall contain:
- (a) His reasons for the proposed absence;
 - (b) The commencement date; and
 - (c) The length of the proposed leave of absence.
- 21.03 In the event of emergencies such written request may be waived in favour of a verbal request by the employee to his immediate supervisor containing the same information requirement as referenced in the above paragraph. A leave of absence so requested shall not be deemed to be authorized unless consented to by the immediate supervisor. The Company will not act in an arbitrary or discriminatory manner in making a decision under the terms of this Article 21.

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01 An employee who has completed his probationary period in the event of a death of an employee's father, mother, spouse or child, the employee

will be given the necessary time off and will be paid their regular rate of pay for up to five **(5)** consecutive working days from the date of death.

In the event of a death in the immediate family brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or step grandparent, the employee will be given the necessary time off and will be paid up to three **(3)** consecutive working days from the date of death.

An employee will not receive any bereavement leave pay when it duplicates pay received for any other reason.

Pay for bereavement days shall be calculated at the employee's regular straight time hourly rate.

ARTICLE 23 - JURY DUTY

23.01 **The** Company shall grant a leave of absence to an employee who is required to serve as a juror or subpoenaed to appear as a Crown Witness. The Company will pay such an employee the difference between his normal straight time hourly earnings ~~for~~ days **he** would have worked and the payment he receives for **jury** service or witness fee excluding payment for travelling, meals, or other expenses, up to a maximum of twenty **(20)** working days. The employee shall present proof of service and **the** amount of pay he received.

Where an employee is required to serve as a juror or subpoenaed to appear as a Crown Witness beyond twenty **(20)** working days, the employee will be granted a leave of absence without pay for the period of time required. When an employee is subpoenaed to **appear** as other than a Crown Witness, the employee will be granted a leave of absence without pay for the period of time required.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Company agrees to the posting of Union notices on a locked, glass enclosed bulletin board. Such notices shall relate to appointments, Union meetings, Union elections and Union conventions, Union social and recreational affairs, provided that such notices shall be submitted to

Teamsters Local. Union No. 419 and Clean Harbors Canada, Inc.

management **for** approval before being posted, and the Union shall not make any change in such notices thereafter. There shall be no distribution or posting by employees of pamphlets, advertising or political matters on the Company's premises.

ARTICLE 25 - HEALTH AND SAFETY

- 25.01 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment. The Union will cooperate with the Company maintaining and promoting safe working practices.
- 25.02 The Company and the Union shall maintain Joint Occupational Health, Safety and Environment Committees consisting of at least two (2) members at the facility elected or appointed by the Union and at least two (2) members at the facility appointed by the Company.
- 25.03 All employees shall be trained on all operational equipment which they are required to use.

ARTICLE 26 - RETIREMENT VEHICLE

- 26.01 **All** bargaining unit employees who have completed one year of continuous service may elect to participate in the company Group Registered Retirement Savings Plan. The employees may also elect to join the union pension plan.

Effective **May 27, 2007**, Clean Harbors Canada, Inc. will match the employees contribution on the basis of 64¢ for every dollar contributed (0.64:1) up to a maximum of **three and one half percent (3.5%)** of base **salary on employee contribution of 5.5%**. All employee contributions in the GRRSP are vested immediately in **the** hands of the members (employees). Employer contributions are vested following two (2) years participation in the plan. Each member determines his/her contribution rate.

Effective **February 1, 2008** Clean Harbors Canada, Inc. will match the employees contribution on the basis of 67¢ for every dollar contributed (0.67:1) up to a maximum of **four percent (4%)** of base salary **on employee contribution of 6%**. All employee contributions in the GRRSP are vested

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immediately in the hands of the members (employees). Employer contributions are vested following two (2) years participation in the plan. Each member determines his/her contribution rate.

Effective **February 1, 2009** Clean Harbors Canada, Inc. will match the employees contribution on the basis of 67¢ for every dollar contributed (0.67:1) up to a maximum of **four percent (4%)** of base salary **on employee contribution of 6%**. All employee contributions in the GRRSP are vested immediately in the hands of the members (employees). Employer contributions are vested following two (2) years participation in the plan. Each member determines his/her contribution rate.

Effective **February 1, 2010** Clean Harbors Canada, Inc. will match the employees contribution on the basis of 75¢ for every dollar contributed (0.75:1) up to a maximum of **four and one half percent (4.5%)** of base salary **on employee contribution of 6%**. All employee contributions in the GRRSP are vested immediately in the hands of the members (employees). Employer contributions are vested following two (2) years participation in the plan. Each member determines his/her contribution rate.

Any employee joining the union pension plan will do so in accordance with the provisions of the plan.

ARTICLE 27- MISCELLANEOUS

27.01 It is understood the use of the masculine gender shall include the feminine gender.

ARTICLE 28 - DURATION

28.01 This Agreement shall become effective on **May 27, 2007, and shall remain in effect until the January 31, 2011** and shall continue automatically thereafter during annual periods of one year each unless either party notified the other party in writing as provided for in Article 28.02 of its desire to negotiate amendments to this Agreement.

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28.02 Notice that amendments are **required** shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to January 31st, or similar periods thereof. **If** notice of desire to amend this Agreement is given by either **party** in accordance with the foregoing, the other party agrees to **meet** for the purposes of negotiations.

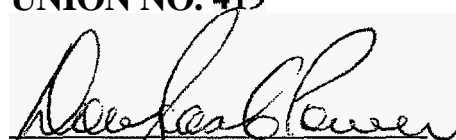
DATED at Mississauga, Ontario, this 13th day of JULY, 2007

CLEAN HARBORS CANADA, INC.

**TEAMSTERS LOCAL
UNION NO. 419**



Louis Paresse III



Douglas C. Power




Jacqueline Ho




Paul Dunne



Michael Foley



Dave Shea



Rob Hodgson

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

APPENDIX "I"

CLASSIFICATIONS AND HOURLY WAGE RATES
PLANT

| Classification | Feb. 1, 2007 | Feb. 1, 2008 | Feb. 1, 2009 | Feb. 1, 2010 |
|------------------------------|---------------------|---------------------|---------------------|---------------------|
| Millwright | \$28.56 | \$29.42 | \$30.30 | \$31.21 |
| Leadhand | \$27.22 | \$28.04 | \$28.88 | \$29.75 |
| Maintenance | \$27.11 | \$27.92 | \$28.76 | \$29.62 |
| Operator | \$25.35 | \$26.11 | \$26.89 | \$27.70 |
| Driver | \$25.35 | \$26.11 | \$26.89 | \$27.70 |
| Maintenance "B" | \$23.64 | \$24.35 | \$25.08 | \$25.83 |
| Utility | \$23.64 | \$24.35 | \$25.08 | \$25.83 |
| General Laborer | \$18.70 | \$19.27 | \$19.84 | \$20.44 |
| Receiving Chemist | \$19.52 | \$21.04 | \$22.56 | \$24.11 |

CLASSIFICATIONS AND HOURLY WAGE RATES
TRANSPORTATION

| Classification | Feb. 1, 2007 | Feb. 1, 2008 | Feb. 1, 2009 | Feb. 1, 2010 |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|
| Tech Driver "A"/Chemist | \$25.80 | \$26.82 | \$27.86 | \$28.92 |
| Tech Driver "A" | \$25.55 | \$26.32 | \$27.11 | \$27.92 |
| Tech Driver "B" | \$24.11 | \$24.84 | \$25.58 | \$26.35 |
| Tech Driver "C"/Chemist | \$23.07 | \$24.01 | \$24.96 | \$25.94 |
| Tech Driver "C" | \$22.82 | \$23.51 | \$24.21 | \$24.94 |
| Driver "A" | \$25.35 | \$26.11 | \$26.89 | \$27.70 |
| Driver "B" | \$23.91 | \$24.62 | \$25.36 | \$26.12 |
| Mechanic "A" | \$28.56 | \$29.42 | \$30.30 | \$31.21 |
| Mechanic "B" | \$23.64 | \$24.35 | \$25.08 | \$25.83 |
| Yardman/Driver | \$23.47 | \$24.18 | \$24.90 | \$25.65 |
| Mileage Rate | \$0.587 | \$0.605 | \$0.623 | \$0.642 |

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

| | | | | |
|-----------------------|----------------|----------------|----------------|----------------|
| Kilometer Rate | \$0.359 | \$0.370 | \$0.382 | \$0.394 |
|-----------------------|----------------|----------------|----------------|----------------|

**PROBATIONARY AND TRAINING RATES SHALL BE 90% OF THE
REGULAR CLASSIFIED RATE.**

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

LETTER OF UNDERSTANDING

1 RE: AGENCY **PERSONNEL**

This will confirm the understanding and agreement of the parties reached in the recent negotiations with respect to the Company's use of agency employees. It is understood and agreed that this letter of understanding shall be deemed to form part of the Collective Agreement between the parties dated

Date day, 2007.

- 1 Agency workers are defined as workers who are retained by a personnel agency and who are assigned to work at the Clean Harbors Canada, **Inc.** Mississauga Facility.
2. The Company agrees that if agency workers are to be used, the Union will be advised accordingly, including the reasons for such use.
3. The Company further agrees that the number of agency workers will be to the maximum of twenty percent (20% of the Plant) of the number of full-time employees for the on the seniority list. **The parties will discuss the need for additional agency workers on an "as needed" basis.**
4. **The Company further agrees that the number of agency workers will be to the maximum of twenty percent (20% of Transportation) of the number of full-time employees for the on the seniority list. The parties will discuss the need for additional agency workers on an "as needed" basis.**
5. Agency workers come under the direction of Clean Harbors Canada, Inc. supervision; however, they are paid **by** the personnel agency including WSIB and agency benefits. The costs and fees for service are paid by Clean Harbors Canada, Inc. to the personnel agency.
6. Agency workers shall be paid the wage rate in accordance with Appendix "I" of the collective agreement. Effective from the date of ratification, (April 8th, 2003) **this** includes being paid ninety percent (90%) of the classification wage rate during the first ninety (90) days worked.

7. Notwithstanding the fact that agency workers are not members of the bargaining unit, such workers will have union dues deducted and forwarded to the Secretary-Treasurer of the local union for any month in which they work forty (40) hours or more. Such submission will include a listing of the agency workers used, their start date, SIN and termination date.
 8. The seniority date of an agency worker hired as a regular employee of the Company will be their date of hire. However, such employee shall serve a probationary period in accordance with Article 11, clause 11.01 unless they have completed more than ninety (90) days worked in a twelve (12) consecutive month period prior to their date of hire.
 9. The period of continuous work for the Company shall determine an agency workers vacation entitlement with pay consistent with Clause 18.04 of the Collective Agreement.
 10. Agency workers will be given preference when the Company is hiring full time, regular employees.
-

Letter of Understanding

#2 Halton Drivers Seniority

The Halton Transportation employees will be added to the bottom of the Mississauga seniority list in the order of their seniority list in the order of their seniority rank **at Halton**. Any Mississauga employees on the seniority list at the time of transfer will **have** seniority over any Halton employees. The Company will publish a new list within 30 days of the date of transfer and will provide to the Union.

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

Letter of Understanding #3 Dispatch Procedures

REGULAR DAILY DISPATCH PROCEDURE

1. The dispatch list will be started at 4:00 p.m. and be completed by 4:30 p.m. The dispatch for Tuesday, Wednesday, Thursday, Friday, will be done by 4:00 p.m. and completed by 4:30 p.m. the day previous. Saturday, Sunday, Monday dispatch will be done at 4:00 p.m. Friday and completed by 4:30.
2. Drivers will be dispatched to a job assignment according to, in order:
 - Drivers seniority
 - Drivers available hours for that day
 - Hours estimated for the job
 - Hours off duty (Note: hours required of duty before book-in time have now been increased to 10 hours)
 - Specific job qualifications
 - For job assignments which are estimated less than eight (8) hours work, the senior man will be given the earliest start time (except for Drum M/R's)
3. Any job requests received **after** 4:00 p.m. will not be available for these drivers already dispatched, but will be dispatched with next driver not booked out.

Exceptions:
 - I. Drivers available hours
 - II. Hours off duty
 - III. Specific qualifications
4. Any cancelled loads (after 4:00 p.m. regardless of the reason for cancellation) will see the driver go to the top of any non-dispatched drivers list of seniority.
5. Dispatch will be final under the conditions of which it is offered (small delays in starting times, etc., will not be considered as change in conditions).
6. a) Drivers requesting to have the day off, **if** the request is granted, are not considered available until the next day's dispatch at 4:00 p.m. and will be expected to call for his dispatch / start time for the next day.

b) Drivers who have booked off (sick) will not be considered available for the

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

next day's dispatch at 4:00 p.m. unless he has called dispatch by 1:00 p.m. informing us of his availability.

7. a) **A** driver who has left work before completion of his dispatching (at 4:30 p.m.) will be expected to call for his dispatch (start time) for the next day.

b) Drivers who are still working when dispatch is completed will check the Book-Out sheet for their start **time** the next day.
8. Same day call-in, drivers not booked in yet will be called by seniority. No messages will be **left** on answering machines. If dispatch contacts wives, etc., **and it is** determined you will **be** right back, dispatch will wait $\frac{1}{4}$ an hour for a return **call**. Otherwise, the next man in seniority will be called.
9. The Company agrees that it will not act unreasonably in denying a request of a senior driver to occasionally move to the position of the last man to be dispatched.
10. **Drivers require to lay-over, except when an employee has exceeded the hour of service defined by the highway Traffic Act or through Company policy, shall be paid Ten (10) hours at their straight hourly rate.**
11. **Broker Language – Bargaining unit employees are dispatched before any other drivers based in Mississauga are dispatched, except for out-of-province and/or na Mississauga Clean Harbors Equipment.**

WEEKEND / STATUTORY DISPATCH PROCEDURE

Note: **Any** driver(s) assigned to a Tuesday through Sunday work schedule, will be dispatched out first on Saturday **work**, with balance being dispatched as per this procedure.

1. All weekend and statutory holiday work will be made available to a list of volunteer drivers; this will be on a rotational basis.
2. The purpose **of** the Rotational System is to give each driver an equal opportunity to work weekends, statutory holidays.

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

3. To qualify for this type of work, a driver must notify the Driver Supervisor in writing, of his desire to be available weekend, statutory holiday dispatch by Wednesday preceding the weekend and / or statutory holiday.
4. Drivers, who have advised in writing their intention to work, will be expected to work.
5. The number of drivers required for weekend **and** statutory holiday call-in or standby will **be made** available to the list of volunteer drivers who have complied with #3 above.
6. In the event that there are no volunteer drivers available, the junior driver(s) available from that work force may **be** assigned to the job(s).
7. Weekend and Statutory Holiday Dispatch will then be done in accordance with Regular Dispatch Procedure.
8. The seniority of drivers for the Weekend / Statutory Holiday dispatch will now begin with the “next man” (in turn) who did not work the previous **Weekend / Statutory Holiday**.
9. Where dispatching is required prior to Thursday, which would include, possibly the weekend to complete the job, this would be done on regular daily dispatching not Weekend / Statutory Holiday Dispatching.

Letter of Understanding #4 Receiving Chemist

It has been agreed that the receiving chemist will part of the collective agreement. This is a position that potential employees must be able to successfully negotiate any and all exams to prove proficiency.

The following is a pay structure to bring the receiving chemist in-line:

Teamsters Local Union No. 419 and Clean Harbors Canada, Inc.

| | <u>Nicole Van Nie</u> | <u>Scott Hotton</u> |
|----------------|------------------------------|----------------------------|
| Current | \$18.00 | \$20.76 |
| Year 1 | \$19.52 | \$21.60 |
| Year 2 | \$21.04 | \$22.44 |
| Year 3 | \$22.56 | \$23.28 |
| Year 4 | \$24.11 | \$24.11 |

For purposes of hiring on new Receiving Chemist, we will be using Nicole Van Nie's pay scale.

**Letter of Understanding
#5 Dental Changes**

Increase cap to \$1,500.00 per person, per year for types 1, 2 & 3 services for the duration of this contract.