

# COLLECTIVE AGREEMENT

BETWEEN

GFL Environmental SFS  
(Hereinafter referred to as the Company)



AND

UNIFOR LOCAL 4050  
(Hereinafter referred to as the Union)

Fort McMurray



**November 1, 2021 – October 31, 2024**

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## **Article 1 – Intent and Purpose**

- 1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide for the prompt disposition of grievances arising out of this agreement, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and all other conditions of employment for all employees who are subject to the provisions of this Agreement.
- 1.2 All references in this Agreement to the male gender shall be interpreted so as to include, where appropriate the female gender.

## **Article 2 – Definitions**

- 2.1 Continuous Operations: The Company's operation is based on a continuous operation and will be governed according to the regulations set forth in the Alberta Labour Code.
- 2.2 Week: As used in this Agreement shall mean a calendar week of seven (7) calendar days commencing with Sunday (00:01) ending Saturday (23:59).
- 2.3 Service or Length of Service: Actual continuous service with GFL Environmental SFS.
- 2.4 Probationary Period: All employees will be considered on probation and will not be placed on the seniority list and shall not have seniority rights hereunder until after they have worked for the Company in the bargaining unit covered by this Agreement for four hundred and eighty (480) hours. After an employee has completed their probationary period, their seniority shall be backdated to the first day of work for the Company.

For drivers only, the probationary period above shall not begin until they have completed twenty (20) working days training.

- 2.5 Full-time Employee: means any person employed by the Company working in a position covered under Appendix "A" of this Collective Agreement who is normally scheduled or posted to work a minimum of thirty (30) regular hours or more per week. Such employees will become members of the Union in accordance with the terms of this Collective Agreement.

Broker: A driver who performs services for the Company as a contractor.

- 2.6 Day: As used in this Agreement shall mean a calendar day of twenty-four (24) hours commencing at midnight and ending at midnight twenty-four (24) hours thereafter.
- 2.7 Month: As used in this Agreement shall mean a calendar month.
- 2.8 Spouse: As used in this Agreement shall include common-law and same sex provided a common-law relationship can be established.

- 2.9 Bargaining Unit Seniority: Unbroken service as per the agreed-to frozen seniority list.
- 2.10 Qualifications: The parties agree to the following definitions of agreed to qualifications:

Filling of positions:

Employees must possess the needed licences or trade certifications and the sufficient ability to perform the job. Training to be provided to the successful applicant as per Company policy.

Bumping:

Employees must possess the needed licences or trade certifications and the sufficient ability to perform the job. Training to be provided to the employees as per Company policy.

Layoff and Recall:

Employees must possess the needed licences or trade certifications and the sufficient ability to perform the job. Training to be provided to the employees as per Company policy.

### **Article 3 – Recognition**

- 3.1 The Union is hereby recognized by the Company as the sole collective bargaining agent for all employees as outlined in the applicable certifications and amendments thereto, and for all of the employees as outlined in the applicable classification wage scales of this Agreement, and any similar like classifications, and amendments thereto, in Fort McMurray, Alberta.
- 3.2 For the purpose of this Agreement, it is understood and agreed that the relationship between the Company and each broker is governed by the various and separate independent contracts between the Company and each broker. It is understood that all Broker/Owner Operators and their employees shall be excluded from this Agreement.
- 3.3 The Company hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any and all matters affecting hours of work, wages, and working conditions, and matters involving the interpretation of this Agreement.
- 3.4 Authorized agents of the Union will be granted access to the Company's premises during working hours for the purpose of investigating conditions related to the Union Agreement. The Representative will request permission from the Company in advance and, where practicable, provide twenty-four (24) hours notice before arriving at site/satellite.
- 3.5 Any new employee shall be told that GFL Environmental SFS is a Unifor represented workplace and must be introduced to the appropriate Unit Chairperson or designate within their first week of employment.

## **Article 4 – Management Rights**

- 4.1 It is the exclusive right of the Company, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities, inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations to perform or contract work, to determine types and amounts of equipment to be used, establish schedules, to judge the qualifications of employees, and to maintain discipline and efficiency. It is further agreed that employees shall not engage in other employment allied, or related in any way to their present employment with the Company.
- 4.2 The Union agrees that it is the exclusive right of the Company to hire, discharge, classify, transfer, promote, demote, lay off, suspend, or otherwise discipline an employee for just cause. However, this clause shall not deprive the employee of the right to use the grievance procedure as outlined in this Agreement.

## **Article 5 – No Discrimination**

- 5.1 The Company and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, marital status, family status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

## **Article 6 – Union Security and Union Dues Deduction**

- 6.1 All employees covered by this Agreement shall, as a condition of employment, sign and provide the Company with a dues deduction authorization form as agreed upon.
- 6.2 The Company agrees to deduct Union dues and initiation (entrance) fees in the amount certified by the Union to be proper from the pay of each employee and forward such dues monthly together with a list showing name, address and phone number from whom the deductions were made to the Secretary-Treasurer of the National Union.
- 6.3 The said deductions shall be made from “end” month pay cheque and will be remitted within twenty-five (25) days following check off. (Deductions commence with the first “end” month pay cheque).
- 6.4 Every employee who is now or hereafter becomes a member of the Union shall maintain their membership as a condition of employment and every new employee whose employment commences hereafter shall at the time of hiring and filling out of mandatory paperwork apply for and maintain membership in the Union as a condition of their employment.
- 6.5 Representation Rights:

The provision of this Agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with another Company in which the covered employees therein are represented by another Union in such Company, the representation

rights and the status quo of this Union shall be maintained until a final determination is made by the Alberta Labour Relations Board as to the proper representation.

### **Article 7– Union Stewards and Union Officials**

- 7.1 The Company shall recognize shop stewards and shall not discriminate against them for lawful Union activity.
- 7.2 The Union will have no less than one shop steward at each Company site or satellite. The Union will provide the Company with an updated shop steward list including phone contact information and shall endeavour to do so within seven (7) calendar days of the steward's election or appointment.
- 7.3 Where practicable, the Company shall notify the Union within forty-eight (48) hours prior to the dismissal of a shop steward and the reasons will be placed in writing.
- 7.4 Any employee elected to a full-time position with the UNIFOR shall be granted an indefinite leave of absence without pay and provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the employee's seniority shall accumulate, welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the employee returns to work.
- 7.5 Any employee who is off on Union leave excluding long term leave shall have their wages and benefits continued and the Company shall bill the costs to UNIFOR Local 4050. This excludes any clause negotiated that requires the Company to pay.

### **Article 8 – Grievance Procedure, Discipline And Arbitration**

- 8.1 The grievance procedure shall apply to matters covered by this Agreement.
- 8.2 During the probationary period, the Company will have the sole right to retain or release an employee from Company service. With this exception the employee has access to the grievance procedure, related to the terms and conditions of this Agreement.
- 8.3 As far as practicable, all grievances will be dealt with during regular hours without loss of earnings.

8.4 Should any difference arise between the Company and any employee concerning the interpretation, application, operation or violation of this Agreement, the parties to the Agreement shall settle the matter as hereinafter provided.

8.5 Informal Discussions:

It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible but, in any event, no later than within seven (7) calendar days of the date of the incident or first knowledge of the incident. It is understood that if an employee has a complaint, or if they believe they have the basis of a grievance they shall enter into informal discussions with management at their location, with a view to resolving the matter. The employee has the right to have a shop steward present during these discussions. They may elect to have the Shop Steward enter into such discussions in their absence.

8.6 Grievance Procedure:

Any Employee, the Union or the Company may present a grievance only after completing informal discussions, except in the case of discipline then informal discussions are not required. A grievance concerning a dismissal shall be submitted at Step 3. A policy grievance filed on behalf of the Union, or the Company shall be submitted at Step 3 of the grievance procedure.

STEP 1 The employee, Steward or designate shall submit their grievance in writing to their immediate supervisor, or their designee, and endeavour to settle the difference. The immediate supervisor, or their designee, will render their decision in writing in seven (7) calendar days to the complainant with a copy to the grievor and the Steward or designate.

STEP 2 If the question is not satisfactorily settled within seven (7) business days following completion of Step 1, the Chief Steward or designate will take the question up with the District Manager, or their designee, and same shall be reduced to writing. The District Manager, or their designee, will give a written decision within seven (7) calendar days.

STEP 3 If the decision of Management at Step 2 of the Grievance procedure does not satisfactorily resolve the issue, the Local Union Representative or designate will take the question up with the HR Manager or their designee, and same shall be reduced to writing within seven (7) business days. The HR Manager, or their designee, will give a written decision within seven (7) calendar days.

STEP 4 If the decision of Management at Step 3 of the Grievance procedure does not satisfactorily resolve the issue, and all steps of the above Grievance procedure have been complied with, the Grievance may, upon notification within thirty (30) days of completion of Step 3 reduced to writing and referred to a single Arbitrator. The Company shall respond to this notice within thirty calendar days to select arbitrators. Should an arbitration not be scheduled within one hundred and eighty (180) days of the original grievance, it shall be deemed to be abandoned.

8.7 (a) Union Policy Grievance or Company Grievance:

A Union policy grievance or a Company Grievance may be submitted to the Company or to the Union at Step 3.

(b) Union Group Grievance:

Where a grievance affects more than one employee such grievance may be filed as a group grievance at the applicable Step of the grievance procedure.

8.8 The time limits foreseen at the various steps of the grievance and arbitration procedure may be extended by mutual consent, in writing, by both the Company and the Union.

8.9 If the Union and the Company are unable to agree on a single Arbitrator, the Provincial Department of Labour will be asked to name one. The Arbitrator will meet jointly with both parties as quickly as possible to hear the dispute, and each party may make both written and oral presentations. The decision of the Arbitrator will be final and binding on both parties, except for either party's ability to appeal such decision through legal means.

8.10 Each party will bear their own costs of arbitration, and equally share the costs of the Arbitrator.

8.11 No employee (except during their probationary period) shall be dismissed without first having a fair and impartial hearing by their supervising officer, with a Union representative in attendance, providing that the employee desires such hearing, and requests same in writing. In emergency cases in which the Company believes that the safety of the public is in danger or cases of allegedly mishandling of Company funds or goods, dismissal is permissible pending a hearing.

No employee shall be permitted to sign away any part of their mandatory Union representation.

No employee shall enter the offices of a supervisor or manager for disciplinary purposes or receive a letter of warning or discipline from same without the presence of a steward (i.e. chief steward or steward) or designate. In the event none of the above is available, then an available Unionized member of the employee's choice on his or her shift will be used as a witness only.

The following procedures will apply when a manager has determined enough information from an incident that may result in discipline:

(a) The manager shall convene an investigation meeting between the employee, the Union and the Company within seven (7) days of the first knowledge of the incident.

(b) At the meeting the manager shall present information and evidence so the employee may respond to any allegations of wrongdoing



- (c) A steward or designate must be present at the investigatory hearing along with the employee.
  - (d) Any known witnesses and/or known evidence will be called by either party at the hearing and such witnesses will be paid for their attendance at applicable rates.
  - (e) A decision will be rendered by the Company within seven (7) calendar days following the hearing.
  - (f) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.
- 8.12 Except to the extent reasonably necessary for the good conduct of business, no employee is to be reprimanded in the presence of other employees (except for a steward or witness acting on the member's behalf) or customers.
- 8.13 All discipline must be imposed in writing with a copy to the Union within fourteen (14) days of the incident or the first knowledge of the Company.
- 8.14 Any reprimand notices or disciplinary measures will be kept in the employee's file but after two (2) years such notices or disciplinary measures will not be used in future disciplinary matters.

### **Article 9 – Seniority**

- 9.1 Seniority shall be established from the date that an employee completes their probationary period and at that time their seniority shall be backdated to the first day of work for the Company.

When two or more employees commence work in the same classification and/or seniority group on the same day the procedure for establishing their relative seniority shall be as follows:

- a) The employees shall be inserted into the seniority list by last name alphabetically (A-Z).
- 9.2 Promotions or reductions of staff and/or recall of laid-off staff shall be governed by seniority providing in all cases the employee is qualified to perform the work required as per Article 2.14.
- 9.3 Seniority lists will be posted on the bulletin board quarterly at each site or satellite showing the name of the employee, seniority date, and classification and location. Such list will be open for protest within the next thirty (30) days from the date of posting, or the list will stand correct, indisputable errors excepted. A copy of the seniority list will be given to the Union.

- 9.4 Where employee's seniority is the same with the Company, related to the takeover of a previous Company, the names of those employees will be placed in the order of service they held with the former company. In the event the previous employees were not represented by another union and the parties cannot agree on how to blend the seniority dates, then the question shall be referred to the Alberta Labour Board for a final decision.
- 9.5 An employee shall lose their seniority and their name shall be removed from the seniority list for the following reasons:
- (a) Voluntary termination.
  - (b) Dismissal for just and reasonable cause.
  - (c) Continuous layoff for a period of six (6) months.
  - (d) Failure to return from a leave of absence in accordance with the conditions prescribed in such leave of absence, except where extenuating circumstances exist.
  - (e) They accept positions with the Company not covered by the scope of this Agreement.
  - (f) Failure to report to work after being notified to report for work after a layoff, except where extenuating circumstances exist.
  - (g) They retire with or without pension.
  - (h) They are absent from work for a period of four (4) consecutive days or more without a reasonable explanation.

### **Article 10 – Leaves of Absence**

10.1 **Bereavement Leave:**

In the event of death in the employee's immediate family, the employee will be granted three (3) working day's leave without loss of pay. Immediate family is defined as the employee's spouse (including common-law same sex), child, stepchild, mother, father, stepparents, parents of spouse (including stepparents) sister, brother, sister-in-law, brother-in-law, grandparents of employee and spouse, grandchildren and legal guardians of the employee. Additional leave without pay may be granted on the request of the employee. In addition, if the employee is notified of the death while at work, the employee will be excused and paid for the balance of that shift and this time is not chargeable to the three (3) day's pay. Common-law partners must show evidence of co-habitation for at least six (6) months.

An employee who is required to travel in excess of four hundred and eighty-five (485) kilometres to attend the funeral of any of the relations referred to in this Article shall be granted leave with pay for a period up to two (2) additional working days.

10.2 Voluntary Leave:

An employee may request a voluntary leave of absence to a maximum of one hundred and eighty (180) consecutive calendar days without pay. In order for employees to maintain their seniority, written permission for such leave of absence must be obtained from the District Manager and the Local Union Representative. Granting of such requests will not be unreasonably withheld but will not be allowed for other employment. Approval, when granted, shall indicate the commencement and termination dates of the leave, with a copy to the Union.

10.3 Maternity / Parental / Adoption Leave:

Employees shall be granted maternity leave of absence in accordance with Alberta Employment Standards.

The Company agrees to provide a maternity leave of up to fifteen (15) weeks for a pregnant employee. In addition, the Company agrees to provide a parental leave of up to thirty-seven (37) weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or after the child is placed with the adoptive parent for the purpose of adoption. In the case of the pregnant employee, the parental leave shall commence forthwith after the expiry of the maternity leave.

If following the termination of the maternity leave of absence the employee desires additional leave prior to returning to duty, the employee may request a voluntary leave of absence in accordance with Article 10.2.

10.4 Paternal Leave:

On request an employee will be granted up to five (5) days leave of absence without pay for paternity reasons.

10.5 Jury Duty:

When an employee is required to perform jury duty on a day they would normally have worked, or attend Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of their employment with the Company, they will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and their regular rate of pay for their regularly scheduled hours of work.

The employee will be required to furnish proof of jury duty or witness attendance. Upon discharge from jury or witness service, the employee shall return to work at their regularly scheduled assignment.

In the event that a trial is not related directly to the Company, or the employee is not appearing as a witness in a coroner's inquest in which the Company is involved the maximum paid time under the jury duty provision shall be fifteen (15) days.

Employees who lose time by reasons of being subpoenaed to attend court as a witness in cases in which the Company is directly involved or subpoenaed as a witness in coroner's inquest in which the Company is directly involved will be paid for all time and reasonable expenses upon submission of necessary receipts. Any fee would be assigned to the Company for being a witness.

10.6 Paid Education Leave:

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address:

UNIFOR Paid Education Leave Program  
c/o UNIFOR  
115 Gordon Baker Road  
Toronto, Ontario M2H 0A8

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

10.7 Subject only to the reasonable requirements of the Company's operations, Union negotiations excepted, two (2) employees from each Company District shall be granted leave of absence without pay (subject to Article 7.5) to attend Union meetings and conventions upon seven (7) days written notice.

**Article 11 – General Holidays**

11.1 All employees shall be entitled to the following general holidays subject only to the rules and regulations set forth in this Article.

New Years Day	1st Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

11.2 If the statutory holiday falls on an employee's assigned day of rest, the employee will receive one days pay in lieu of the holiday, or upon mutual agreement of the employee and the Company, one day off with pay immediately preceding or following the holiday.

- 11.3 If the general holiday falls on an employee's working day, the Company will have the option of working the employee on that day, and pay the employee at the rate of time and one half for all hours worked, with a minimum of four (4) hours, and in addition pay to the employee eight (8) hours wages for the holiday. For the purpose of pay for work performed on General Holidays, hourly employees will be paid at one and one-half times the hourly rate. Piecework rated employees will be paid piecework plus one half for all work performed on statutory holidays and in addition the employee will be paid eight (8) hours straight time wages for the holiday.
- 11.4 If the General Holiday falls on a day which is otherwise a normal working day for the employee, the Company may give the employee the day off and pay the employee eight (8) hours wages for the day.
- 11.5 No employee will be paid for a General Holiday if they are in receipt of Workers Compensation or any short-term disability plan.
- 11.6 Employees absence by reason of leave of absence, discharge, quit or suspension shall not be paid for the General Holiday.
- 11.7 To qualify for the holiday, the employee must have worked in the service of the Company not less than thirty (30) days during each preceding twelve (12) months and in addition must have worked on their last regular working day preceding the holiday and their first regular working day following the holiday.
- 11.8 When any of the General Holidays falls on a Saturday or Sunday, the day recognized by the province shall be recognized by this Agreement. When any of the General Holidays fall on an employee's assigned day of rest, the employee's next regular working day will be the General Holiday for pay purposes.
- 11.9 Should any additional holidays other than those outlined in Article 11.1 be legislated by the province of Alberta in a manner that the Company is legally compelled to pay for the additional General Holiday(s) then those rules outlined in Article 11 [12] will apply to those General Holidays.
- 11.10 For the purpose of determining overtime, when a general holiday(s) falls within the 40 hour work week, the 40 hours will be reduced by 8 hours for eight (8) hour shifts and ten (10) hours for ten hour shifts each General Holiday, and overtime will commence following the reduced 40 hours, i.e. 40 hours minus 8 hours or 40 hours minus 10 hours for a General Holiday – overtime to be paid after 32 hours for 8 hour shifts and 30 hours for 10 hour shifts in that calendar week.
- 11.11 When staffing for a General Holiday is needed the Company will ask for volunteers first. All qualified employees will be asked. If no volunteer is found, the most junior qualified employee will be required to work.

## **Article 12 – Annual Vacation**

- 12.1 All matters concerning annual vacation shall be governed as follows:
- (a) Each employee on completion of one year of service with the Company shall be granted two (2) weeks vacation with pay based on 4% of the employee's gross earnings of the first service year.
  - (b) Each employee on completion of four years of service with the Company shall be granted three (3) weeks vacation with pay based on 6% of the employee's gross earnings of their previous service year.
  - (c) Each employee on completion of nine years of service with the Company shall be granted four (4) weeks vacation with pay based on 8% of the employee's gross earnings of their previous service year.
  - (d) Each employee on completion of seventeen (17) years of service with the Company shall be granted five (5) weeks vacation with pay based on 10% of the employee's gross earnings of their previous service year.
- 12.2 Vacation time shall be granted on the basis of seniority with the employees submitting applications for vacation prior to December 1<sup>st</sup> of the year. Applications made after December 1<sup>st</sup> will be given preference on a "first-come, first-served" basis, regardless of seniority. Employees shall be advised by no later than January 1<sup>st</sup> of the vacation periods allotted to them. For holiday requests after January 1<sup>st</sup> the company will advise the employee no later than ten (10) business days after receiving the request. Vacation schedules shall be posted in each department in a place readily accessible to all employees. For the purpose of bidding vacation the definition of vacation period will be from January 1<sup>st</sup> until January 1<sup>st</sup> of the following year.
- 12.3 Senior employees will be allowed up to 2 weeks, consecutive or otherwise, during the summer months (June 1 – August 31) pending availability. The Company shall allow a reasonable number of employees off at any one time during the summer months.
- 12.4 Vacation pay for employees other than that provided for in Article 12.5 will be paid out at the time the employee takes their vacation. Vacation pay will be paid pro rata based upon the number of vacation days that the employee has approved by their manager. Vacation pay will be paid by a separate cheque. Upon special request of the employee vacation pay can be paid out in full. Any outstanding amounts remaining in the vacation account will be paid automatically on the first pay period in January.
- All vacation pay requests must be made not less than fourteen (14) days in advance of the desired date of payment.
- 12.5 Any employee leaving the service of the Company will be paid annual vacation at the applicable rate to the date of their termination.

- 12.6 Employees shall take their annual vacation within twelve (12) months of completing one year's service. An employee entitled to three and or more weeks of vacation, may take three weeks consecutively, other than in June, July or August. A minimum of one employee per terminal will be allowed off at Christmas on vacation - to be based on seniority.
- 12.7 At no time shall the vacations of Brokers reduce or impact the vacation allotments of unionized employees.

### **Article 13 – Hours of Work, Overtime and Rest Days**

- 13.1 Hourly rated employees with an eight (8) hour day schedule will receive time and one-half at their hourly rate after eight (8) hours in any day and after forty (40) hours in any calendar week.

Hourly rated employees with a ten (10) hour day schedule will receive time and one-half at their hourly rate after ten (10) hours in any day and after forty (40) hours in any calendar week.

- 13.2 Piecework Drivers will receive overtime at the rate of Piecework and one-half for work performed on their assigned day(s) of rest, however the employee will not make less than they would have made if they were paid hourly. All other employees will receive overtime at the rate of time and one-half the hourly rate, on their assigned day(s) rest.

- 13.3 After an employee completes a shift, the Company must not require the employee to resume work, nor may the employee resume work, unless the employee has had at least eight (8) consecutive hours of rest from the previous days work. The Company will allow two fifteen (15) minute paid coffee breaks and a thirty (30) minute lunch break for each employee during every work shift. The thirty (30) minute lunch break is exclusive of the work shift and is not paid time. When an employee works in excess of eight (8) hours in any day, they will not be deducted more than one thirty (30) minute meal period from punch-in time to punch-out time. Employees who work overtime consecutive with their shift will be granted a paid rest period of fifteen (15) minutes on Company time prior to commencing the overtime work or their scheduled shift.

Employees working through their unpaid or paid breaks shall be paid at the appropriate wage rate as per the Collective Agreement. Piece-rate workers' breaks are considered to be included in their piece-rate wage rate.

- 13.4 The Company will provide for all residential assignments, route maps of the area showing the days of pick ups as per street, wherever possible.
- 13.5 Minimum call out for all employees – four (4) hours at their hourly rate of pay, providing the employee is willing and available for work.

If a full-time employee who has completed their scheduled shift or a part-time employee who has completed an eight (8) hour shift has left the work premises and is called back to work prior to having eight (8) hours off duty time, they shall be paid overtime rates for the time actually worked as a result of the call back with a minimum of four (4) hours paid at the appropriate overtime rate.

- 13.6 Any employee may refuse to work more than ten (10) hours on any shift (clock-in to clock-out), providing he gives the Company not less than twenty-four (24) hours of advanced notice. The intent of this Article is to accommodate the occasional personal needs of the employees not excluding fatigue; the Union and Employee's agree that the intent of this Article will not be abused.

In the event that the driver is assigned work of a lower paid classification, the driver will be paid the higher rate of pay. If the driver chooses work that is of a lower classification, the driver will be paid at the lower classification. If the Company assigns higher paid work to a junior employee, the affected driver will receive the higher rate.

The Company reserves the right to assign speciality or difficult calls to more experienced drivers where necessary. The Company shall not act unreasonably when exercising this right.

- 13.7 Drivers are not required to perform duties other than within their job classification after their posted hours of work. Additional work other than in their own job classification will be paid at the hourly rate of the higher paid classification, including overtime, if applicable.
- 13.8 If an employee finishes his/her own run before the completion of eight (8) hours, and assists another employee, they will be paid at the rate of the higher classification. A day rated employee that is finished his/her own run before the completion of an eight (8) hour shift and is requested to assist another employee, will be paid hourly for the remainder of the eight (8) hour shift and time and one-half (1½) for any hours past eight (8) hours.
- 13.9 Normal starting and stopping times may be adjusted on a temporary basis by the Company to meet the demands of the business. In the event that the normal starting and stopping times are to be adjusted, the employees affected will be provided advance notice where practical. Regardless an employee may refuse such short notice advice.

Where the Company changes a full-time employee's starting or stopping time permanently, the affected employee may choose to accept the change or exercise their rights to the bumping procedure. Should the employee choose to bump, then the job, route or hours shall be reposted as per the posting procedure. This clause cannot be used to circumvent the posting procedure for filling shifts or moving an employee permanently from one shift to another.

- 13.10 The Union recognizes the Company's need to provide service to customers. As a result, the Company may require employees to work overtime. Overtime will be offered firstly to senior qualified employees on a volunteer basis. Failing to get enough employees to perform overtime work, the overtime work will be assigned to the on-duty employee(s) with the least amount of seniority who are qualified to perform the work available. Saturday and Sunday work will be assigned on a rotating basis.



Failing to get enough employees to perform overtime work, the overtime work will be assigned to the employee(s) with the least amount of seniority who qualifies to perform the work available.

Current practices for overtime rotation will continue.

- 13.11 Should a driver be unable to complete a call, they will be required to contact the appropriate designated contact to obtain further direction.
- 13.12 Lines of business, work or runs that are prohibited from being brokered out are: Portables, Bin Delivery, Picker, Vacuum.
- (a) Brokers will comprise no more than fifty percent (50%) of the runs in any line of business (Front Load, Roll Off and Residential) at any of the sites or satellites as long as the line of business at the site or satellite has more than one (1) run.
  - (b) No bargaining unit employee will be laid off, terminated or suffer a loss of straight time due to the use of any Broker.
- 13.13 Any and all work, exclusive of Owner Operator runs, covered by this Agreement brought into the Company through acquisition or merger shall be posted. The Company reserves the right to verify if the acquired work meets the required hours and productivity levels to be posted as a run. If the work is reorganized with existing work, it shall be posted for re-bid as per Article 14 under vacancies.

## **Article 14 – Job Postings and Awards**

- 14.1 When any vacancy occurs or a new position is created, the Company shall, within fifteen (15) days of first knowledge post the vacancy/new position for five (5) working days. The Company shall then award the posting to the senior qualified employee.

The parties agree that the intent in scheduling or assigning of hours, posting of routes or rerouting is to try to maximise regular hours to as many employees as possible in seniority order. The parties further agree that the intent of the above is to maximise the hours based on a four- or five-day work week. Where this can be accomplished the Company shall do so, where it is not feasible the Company can do otherwise subject to the terms of this Agreement.

The posting referred to above will show classification, duration, wage, method of payment, route, and hours of work.

- 14.2 A trial period of thirty (30) days will apply to employees who are awarded a posting. Unless requirements have changed, employees who have previously qualified for that line of business will not have to complete the trial period.

In the event the Company determines an employee is unsuitable for the duties of the posting during the trial period, or the employee elects to remove themselves from the posting within the thirty (30) daytime frame, the employee will be returned to their previous position and rate of pay without loss of seniority. Any employee so affected will be ineligible to sign another posting in the same line of business for a period of one (1) year.

- 14.3 Any employee away from work on vacation may leave a written notification with their route manager stating what bids or postings they wish to apply for during their absence.

### **Article 15 – Layoff, Bumping and Recall**

- 15.1 Layoff and Recall:

It is understood and agreed that while persons who are laid off are not subject to the terms of this Agreement, unless as otherwise stated, they shall, as long as their name remains on the seniority list, be subject to recall. Laid-off employees shall be recalled by courier or registered mail and shall return to work within five (5) calendar days of their receipt of the recall notice (unless otherwise reasonably prevented from doing so) or they shall forfeit their seniority.

The Company must recall a laid-off employee in seniority order by classification, subject to qualifications prior to hiring any new employees.

It shall be the duty of the employee or laid-off person to notify the Company promptly, in writing, of any change of address or telephone number. If an employee or laid-off person should fail to do this, the Company will not be responsible for the failure of a notice to reach the employee.

Where it becomes necessary to reduce the workforce, employees with seniority within the affected job classification, will be laid off in reverse order of seniority. Probationary employees shall be laid off first.

- 15.2 In the event of a route or job cancellation, the displaced employee shall be able to bump any employee of lesser seniority within their classification at the site. This process of bumping by seniority shall continue until no positions remain within the affected classification at which point Article 15.3 shall apply. Within five (5) working days the Company will notify the affected employee in writing of their rights and where they are able to bump. The affected employee will then have five (5) working days to make their intentions known in writing. If the affected employee does not exercise their intentions as per this article, the employee will then be subject to the layoff procedure or will be deemed to have accepted the change if the position remains.

Any piecework driver who suffers a revenue loss (greater than twenty percent (20%) of total gross revenue in any sixteen (16) week period) can use the above process to bump. Employees bumping due to this instance can only bump once per calendar year.

Any hourly posted or full-time driver whose run is not able to attain forty (40) hours per week while junior employees are receiving more hours can choose to vacate their routes and bump as per the procedure above. Employees bumping due to this instance can only bump once per calendar year.

Employees who have been laid off, bumped or experience a substantial decrease in bi-weekly earnings may exercise their right to bump either the most junior full-time driving employee or full-time non-driving employee for which they are qualified within their own site or satellite.

- 15.3 A laid off employee shall be able to displace the most junior employee in any classification in their site provided the employee has the required licences and ability to perform the job or laid off employees will have the option to claim the severance pay immediately and terminate their employment with the Company or to accept six (6) months layoff status and receive the severance pay upon expiration of the six (6) months recall period if they have not been recalled back to work. Employees must make their choice known, in writing, within five (5) calendar days of receiving layoff notice.

The amount of severance pay will be no less than what is in accordance with the Alberta Employment Standards Code as of November 1, 2004.

## **Article 16 – Wages and Premiums**

- 16.1 The wage schedule concerning the payments to employees are set forth in Appendix “A” that is part of this Agreement.

16.2 Piecework vs. Hourly:

- (a) The Company has sole discretion as to whether an employee is paid on hourly or piecework basis (all shop employees are exempt from piecework).

No employee on piecework will receive less than one hundred percent (100%) of their regular hourly rate per day including overtime had they not been on piecework.

This calculation shall be based on a daily comparison between hourly and piecework.

- (b) A piecework driver who is required to wash their vehicle will be paid at the applicable hourly rate of pay

- 16.3 The following will apply to all full-time hourly-rated employees provided the employee is available for work:
- (a) (i) The guaranteed workweek for hourly employees (including the least senior 1/3 [33.3%] of drivers at each site and satellite) shall be sixty (60) hours per 2-week period, excluding employees assigned days of rest.
  - (ii) The guaranteed workweek for the most senior 2/3 (66.7%) of drivers at each site and satellite rounded up to the greater whole number shall be eighty (80) hours per 2-week period, excluding employees assigned days of rest (at sites or satellites with less than five [5] drivers the percentage shall be rounded down to the nearest whole number).
  - (b) Any hours actually worked in excess of a 40-hour workweek shall be paid at time-and-one-half of the employee's hourly rate of pay.
- 16.4 This will confirm the understanding between the parties that shop employees will be allowed fifteen (15) minutes paid time at the end of their shift for Shop and tool clean-up.
- 16.5 When converting hourly paid work to piecework the Company shall construct the work so that it can ordinarily be completed in not more than ten (10) hours per day based on a five (5) or four (4) day work week.
- (a) Rates will be based on performance standards and goals established for all routes.
  - (b) Any routes which are to be changed to piecework will be thoroughly reviewed with the driver and the local Shop Steward or Union representative, when available, before implementation.
  - (c) Rates will not be less than what an hourly rated employee would have been paid as long as the productivity standard established for the run is achieved and maintained.
- 16.6 Downtime resulting from vehicle breakdown or other delay time for which the driver has no control will be paid at the full hourly rate of pay.
- 16.7 An employee required to train another employee or new hire will be paid a premium of thirty-two dollars (\$32.00) above his/her regular pay for that day. Training by employees shall be voluntary only and employees may decline to train other employees should they choose to do so.
- 16.8 An employee required by the Company to attend training on a regularly scheduled day off, will be paid his/her hourly wage including applicable overtime rate for all hours while in training.
- 16.9 A non-driving rated employee, while being trained by an experienced driver, will be paid as a driver in that line of business. A driving rated employee, while being trained by an experienced driver, will be paid at their existing rate of pay.

16.10 Pay time shall be computed from the time the employee is assigned to report for duty or registers in, whichever is the later, until he/she is effectively released from duty.

16.11 Lead Hand:

A non-shop employee appointed by the Company as a lead hand shall be paid one dollar and fifty cents (\$1.50) per hour premium in addition to their hourly or piecework rate of pay.

An employee appointed by the Company as a lead hand in the shop shall be paid two dollars and fifty cents (\$2.50) per hour premium in Alberta.

16.12 Weekend Shift Premium:

All employees working in the shop on a Saturday or Sunday shall be paid two dollars (\$2.00) per hour premium, in addition to their hourly rate of pay or any other premiums.

16.13 Shop employees shall be paid the following shift premiums:

For all hours worked on the graveyard shift: two dollars (\$2.00) per hour additional.

Shift	Shop
Afternoon	\$1.75
Graveyard	\$2.00
Lead Hand	\$2.50

For all hours worked on the afternoon shift:

\$1.50 per hour additional

16.14 Tool Insurance:

The Company will assume responsibility for the replacement of toolboxes and their contents on Company premises belonging to the employees in the event such tool boxes and their contents become damaged or lost by fire and/or water or if all or part of a tool box is lost by theft where there is evidence of breakage and entry into the tool box.

In the event a toolbox and its contents becomes damaged by a customer or employee while performing work for the Company, the Company will assume responsibility for damage of the tool box and its contents.

The Company will provide insurance coverage on each mechanics, welders and apprentice's tools to a maximum of thirty thousand dollars (\$30,000.00) per occurrence. Each mechanic, welder and apprentice must submit to the Company a list of their tools and the estimated replacement cost of each tool prior to any theft or fire or damage. Claims will be denied for tools not included on the list. Each employee must provide their supervisor with their tool list in writing by January 31<sup>st</sup> of each year to remain eligible for tool insurance. Any tool listed at a

value of above five hundred dollars (\$500.00) must be reviewed and agreed by Maintenance Manager. Only tools applicable to repairing, working or fixing any company vehicles or equipment will be covered.

16.15 Tool Allowance:

All mechanics and mechanic apprentices, as well as all millwrights and millwright apprentices, with one year seniority will be granted a tool allowance of five hundred dollars (\$500.00) from the Company payable January 1<sup>st</sup> of each year. Reimbursement will be done upon submission of receipts, or through the Company Purchase Order system. All welders and welder apprentices will be granted a tool allowance of three hundred and fifty dollars (\$350.00) from the Company, payable January 1<sup>st</sup> of each year. Reimbursement will be done upon submission of receipts, or through the Company Purchase Order system.

It is understood that heavy-duty air tools and torque wrenches, defined as ½ inch drive and larger - when required by the shop, will be provided and maintained/calibrated as necessary.

16.16 Master Tradesperson:

An employee appointed by the Company as a Master Mechanic, Master Millwright or Master Welder in the shop shall be paid two dollars (\$2.00) per hour premium in addition to their hourly rate of pay.

**Article 17 – Away from Terminal Branch Work and Expenses**

17.1 The Union recognizes the right of the Company to use employees and equipment from any site or satellite in order to best service the operation.

17.2 Where an employee is working away from their home site or satellite, the Company agrees to compensate the employee for reasonable cost of lodging on production of a receipt, and for reasonable cost of meals eaten away from their home site or satellite.

The Company shall supply all lodging and (where applicable) airfare for all employees required to travel outside their site or satellite beyond two hundred (200) kilometres. The Company shall also reimburse employees for meals up to forty-five dollars (\$45.00) per day upon provision of receipts.

When employees are required to travel during a normal workday and they are not required to perform their regular work, they will receive a full day's pay. When employees are required to travel more than two hundred (200) kilometres after completing a full shift, they shall receive two (2) hours pay at straight time.

Where employees are required to use their own vehicle for travel, they shall be reimbursed per the Company's Mileage Policy.

The Union and the Company agree to create a volunteer list at the sites and satellites exclusively of employees who wish to work outside their site. Employees wishing to be considered for this work will place their name, signature and date of sign-up on this list. A list will be posted at each site. It is the

employee's responsibility to advise the Company if they wish to remove their names from the volunteer list. Employees will be selected for assignments based on the basis of seniority and qualifications.

What is reasonable cost for meals and lodging will be at the sole discretion of the Company, and the employee shall obtain the approval of the Company, prior to the employee incurring the cost. This does not preclude discussion on alternate accommodations other than hotels.

- 17.3 The Company will reimburse employees the applicable company standard rate per km when an employee uses their personal vehicles for Company purposes.

### **Article 18 – Pay Day**

- 18.1 Employees will be paid by direct deposit not less frequently than every second Friday during their normal working hours. Time will be computed so that each employee will be paid for all time worked up to and including the previous Saturday for those working in Rural sites and satellites while those working in Urban Sites or satellites will be paid for all time worked up to and including the previous Thursday.
- 18.2 The Company shall provide every employee with a separate itemized statement in respect of all wage payments and deductions made from their gross earnings. Such statement shall set forth the total hours worked, total overtime hours worked.
- 18.3 Pay time shall be computed from the time the employee is assigned to report for duty or registers in, whichever is the later, until the employee is effectively released from duty.
- 18.4 If an error occurs in the payroll computation of an employee's pay cheque and the amount is equivalent to one day's pay or more, he/she shall be entitled on request to receive the amount due as soon as practically possible.
- 18.5 Upon discharge or resignation an employee will be paid up to date as quickly as possible.

### **Article 19 – Health and Safety**

- 19.1 Safety is a cornerstone for our Company. The Company shall make reasonable provisions for the safety and health of the employee during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company as required by legislation including WCB and OHS regulations.
- 19.2 The Company agrees to keep all equipment in the best possible mechanical order and shall comply with CVIP regulations in Alberta. Any driver claiming equipment is unsafe to operate will immediately advise his Direct Supervisor, and the decision of whether or not the equipment is unsafe to operate should be made by a licensed mechanic.

- 19.3 Drivers will be responsible for the daily written report in the pre and post trip inspection book to the Company of any mechanical defects in the equipment that need repair. The driver shall check each day before departure to ensure that their vehicle is properly equipped with registration certificate, insurance card, fire extinguisher, Band-Aids, flashers and such other equipment that the Company deems necessary from time to time for the safe operation of the vehicle. All of these items the Company agrees to supply for each vehicle.
- 19.4 The driver will be responsible to have in their possession at all time the appropriate valid driver's license for the operation of the equipment.
- 19.5 It is the intention of the parties to conduct a safe operation. To this end, the Employer agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or the protection of an employee from safety hazards in the performance of their work. Employees have the right to refuse unsafe work and shall notify the employer forthwith. No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where they have reasonable grounds to believe that it would be unsafe to do so or where it would be contrary to applicable federal, provincial or municipal legislation or regulations. Where in such circumstances, the employee does not work, the employee shall be paid for the remainder of that shift. The Union agrees that the pursuit of frivolous allegations of unsafe work has a detrimental effect on the intent of this Article and should be discouraged and may result in disciplinary action.

19.6 Confidentiality of Health Information:

The parties of this Agreement recognize the importance of confidentiality of health information and of access by employees to their own health information. The Company shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written informed consent of the employee for each occasion upon which health information is requested.

- 19.7 a) A Joint Health and Safety Committee shall be established which is composed of a minimum of one union member chosen or elected by the union at sites or satellites with more than ten (10) employees. At no time shall the number of company members be allowed to outnumber the amount of union members.
- b) The Company and the Union shall each select a Co-Chairperson who shall alternate chairing the meetings.
1. Without limiting the generality of the foregoing, the committee shall:
- (i) Hold meetings at least once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.



- (ii) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union.

2. Accident and Incident Inspections:

Every injury or near-miss which involved or would have involved a worker will be investigated and corrective actions outlined within the report. The co-chairs or designees will have access to review such reports to ensure the investigation has been completed and corrective action plans implemented accordingly.

3. Education and Training:

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training.

4. Disclosure of Information:

The Company shall provide the Union and the Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

5. Right to Accompany Inspectors:

The Union Co-Chairperson or designate shall be allowed to accompany a government inspector on an inspection tour unless the inspector asks to perform the inspection alone.

6. Access to the Workplace:

The National Representative, Local Representative or Local Union President shall be provided access to the workplace and to attend meetings of the Committee or Union Committee or for inspecting, investigating or monitoring the workplace. The Union will endeavour to provide the Company with appropriate notice, preferably 24 hours.

19.8 Where hourly or piecework employees attend Health and Safety Committee meetings, they will be paid at their hourly or applicable overtime rate.

19.9 All piecework employees attending safety meetings will be paid twenty dollars (\$20.00) per meeting. The twenty dollars (\$20.00) amount will be paid from safety meeting sign-up sheets.

- 19.10 All Company trucks equipped with air conditioning units will be kept in proper working order. The Company agrees that all new trucks brought into all sites and satellites will have air conditioning units based on the manufacturer's specs for that truck.

## **Article 20 – Uniforms and PPE**

- 20.1 It is a condition of employment that employees shall not report to work without being properly dressed in the uniform. If an employee reports to work or is found to not be wearing the proper uniform at any point of their shift they can be sent home without pay or disciplined. The employee must properly use the Personal Protection Equipment that is designated and supplied by the Company. Any employee who reports for work without wearing the complete uniform and proper Personal Protection Equipment as designated by the Company may be subject to discipline.

It is the Company's responsibility to make sure that all employees are supplied with proper fitting uniforms and all needed PPE plus any replacements when needed. The Company agrees that they will not hold unionised employees to a higher standard than those expected and enforced on the Brokers.

- 20.2 With the exception of Safety Boots (see 20.07) the Company agrees to provide all Personal Protection Equipment (PPE) as per Company policy. The employee agrees to use and maintain all PPE as per Company policy.
- 20.3 Employees will be supplied a uniform by the Company at no cost to the employee. Uniform will be defined to consist of three pairs of pants, five (5) shirts, and a jacket; or two pairs of coveralls and five (5) shirts or T-shirts. Front load and roll off drivers may choose coveralls, in lieu of uniforms. In addition, the Company will provide parkas or bomber jackets to employees every two years at no cost to the employee. Each employee agrees to keep the uniform in a neat, clean and presentable condition. The Company agrees to provide clean coveralls for all employees. The Company agrees to replace such uniform when, in the view of the Company, the uniform no longer meets the standards required by the Company.

All shop employees upon request shall be provided three (3) t-shirts and three (3) pairs of pants to be used under their coveralls.

- 20.4 An employee whose employment with the Company ceases for any reason will be required to turn in all uniform components to the Company.
- 20.5 Each employee will be supplied gloves at no cost, for use at work. Worn out gloves must be returned prior to replacement issue.
- 20.6 The Company will supply each employee with suitable protective headgear, as determined by the Company and such headgear shall be considered part of the Company uniform. The Company shall also provide all employees who wear protective headgear with a winter liner.

- 20.7 Each employee required to wear safety boots will receive on or before March 1<sup>st</sup> of 2023 every year a three (3) hundred dollar (\$300.00) safety boot allowance and are required to wear CSA approved, green tag, above the ankle safety boots. The Company will either provide a voucher or purchase order system for a designated safety boot supplier for employees to use when purchasing safety boots. Such allowance may be used to purchase one pair of safety boots once per year, or two pairs of safety boots once per year. Regardless the maximum safety boot allowance will be three hundred dollars (\$300.00) per year. Employees must use the approved company supplier.
- 20.8 The Company agrees to supply at no cost to the employee rain gear to all employees required to wear rain gear as a condition of employment.

### **Article 21 – Job Description**

- 21.1 The Company may establish qualifications that will not be inconsistent with the job descriptions or as stated elsewhere in this Agreement. Same will be established in a fair and equal manner for all employees.

The Company agrees to co-operate with any employee for the purpose of upgrading the qualifications of the said employee providing that:

- (a) the employee shows interest, desire and aptitude and can demonstrate a safe driving record.
- (b) the employee will only be paid according to the classification the employee is actually working at; and
- (c) the Company will provide training in order of seniority to those employees who have made written request for training. The Company is not obligated to train more employees than they anticipate the need for. When the Company is offering training it will be offered to the senior eligible
- (d) If an employee leaves the Company voluntarily, they will be subject to repayment of external company costs for driver’s licence upgrading as per the attached schedule, if they have requested the upgrading and have provided a valid receipt:

Amount	Within 3 months	3-6 months	6-12 months
Less than \$250	50%	50%	0%
\$251-\$500	100%	50%	25%
\$501-\$1000 plus	100%	75%	50%

- 21.2 **Swamper:** Assists a driver in the appropriate classification to complete their route by loading the truck and/or pushing out containers and/or assisting the driver in any non-driving duties.

21.3 Residential Driver/Rear Load Driver: Qualified with valid Class 3 driver's license to operate all residential and rear load vehicles. Performs manual labour required in the said positions and assumes all job-related responsibilities for the safe and efficient operation of a refuse collection vehicle. Must possess knowledge of areas being serviced. Responsible for proper supervision of assigned swamper if applicable.

21.4 Front Load Driver: Qualified with valid Class 3 driver's license to operate Front Load Vehicles. Assumes all job-related responsibilities for the safe and efficient operation of a front load refuse collection vehicle. Responsible for proper supervision of assigned swamper if applicable.

21.5 Roll-Off / Luger Driver: Qualified with valid Class 3 or Class 1 (if trailer required) license to operate all roll-off or lugger vehicles. Performs manual labour required in the said positions and assumes all job-related responsibilities for the safe and efficient operation of refuse collection vehicle. Must possess knowledge of the serviced area.

21.6 Mechanic A/Licensed Welders/Millwright:

Mechanic A: Must possess the Provincial Journeyman's Certificate as a mechanic. Full knowledge of all mechanical components related to the trucks and equipment in the operation. Capable of and required to perform repairs, overhaul and adjust components pertaining to equipment and vehicles. For example - motors, transmission, clutches, air compressors, brakes, differentials, axles, power take offs, and hydraulic pumps and equipment. Be able to rebuild and install according to manufacturer's specifications and to supervise other employees in similar work. Also, should have basic knowledge of electric components.

Licensed Welder: Must possess the Provincial Journeyman's Certificate as a licensed welder. Must be able to perform all welding and fabrication.

Millwright: Must possess the Provincial Journeyman's Certificate as a Millwright.

The Company shall not lay off senior employees due to the hiring of Millwrights. Employees junior to Millwrights will be laid off as per seniority.

21.7 Recycle/Sorter/Baler Operator: An employee who sorts the product on the line, bales product, operates light equipment, and performs general labour duties in the Recycle Plant as required.

21.8 Lead Hand: The duties of the lead hand will vary according to the work location. The principal function of a lead hand is to provide leadership, support and direction to a group of employees in a particular work area, while remaining a full working member of the group. Lead hands shall not be permitted to be involved in the discipline of any other employee. Lead Hands are appointed or removed solely at the discretion of the Company.

- 21.9 Port-O-Let driver: A qualified individual experienced in the operation of vacuum trucks, trained to properly service portable toilets and assumes job responsibilities for the safe and efficient operation of the run. Deliver, remove and perform toilet maintenance as required.
- 21.10 Portable Services/Toter (Delivery Driver): An employee whose duties involve the delivery and removal of portable service and toter units as well as the maintenance and repair of such units.
- 21.11 Portable Services Labour: An employee whose duties involve the washing and repairing of portable toilets. Performs all manual labour as required.
- 21.12 Picker Truck Driver: Qualified with appropriate valid license to operate the picker truck and crane. Assumes all job-related responsibilities for the safe and efficient operation of a picker truck. May be required to assist in the container repair shop, provided the Company provides appropriate training.
- 21.13 Recycle Driver: Qualified with appropriate valid license to operate residential recycle collection vehicles. Performs manual labour required in the said position and assumes all job-related responsibilities for the safe and efficient operation of a residential recycle collection vehicle. Must possess knowledge of service area.
- 21.14 Job descriptions will not be used by employees to refuse work outside of their job description, when such work is assigned to them within their regular hours of work.
- 21.15 General Labour: Performs all manual labour as required.
- 21.16 Transfer Driver: Qualified with valid class 1 license to operate tractor and trailer vehicle. Performs manual labour required in the said position and assumes all job-related responsibilities for the safe and efficient operation of refuse collection vehicle.
- 21.17 Super B Roll Off Driver: Qualified with valid class 1 license to operate equipment and trailer vehicle. Performs manual labour required in the said position and assumes all job-related responsibilities for the safe and efficient operation of refuse collection vehicle.
- 21.18 Swing Driver Role:

The parties agree that the Company may post for a Swing Driver role at any of its locations. Terms of this role are as follows:

- The company may post permanent and temp postings
- Be able to handle any equipment that they are trained for
- Skills:
  - Trained on appropriate lines of business
  - Not a true Multiple Incident Employee to obtain the posting

- Capable of completing an assigned route: can manage trucks, time, traffic, driving environment, efficiency – complete an internal interview if required by management prior to commencement of job
- Other:
  - 2-week trial period for both the Company and the employee
  - Must be capable of completing assigned route
  - Will go back to posted route if unsuccessful
  - Training will be provided as the business dictates
  - If posting was cancelled, they would maintain bumping rights as per the Collective Agreement

Note: The rate for swing driver will be set in the appendix A and will be the highest class 3 driver + 3 dollars.

## **Article 22 – Health and Welfare Benefits**

### 22.1 Company agrees as follows:

For each employee who completes their probationary period the Company agrees to pay the premiums for insurance plans which provide, subject to standard terms and conditions, the following benefits.

### 22.2 Life Insurance: Thirty-five thousand dollars (\$35,000.00) Optional Life Insurance attached page.

Note: The following Optional Life Insurance is available to the employees paid 100% by the employees:

#### a) Optional Dependent Life Insurance

Ten thousand dollars (\$10,000.00) spouse (maximum)

Five thousand dollars (\$5,000.00) children (maximum)

#### b) Optional Life Insurance in units of twenty-five thousand dollars (\$25,000.00) up to a maximum of one hundred thousand dollars (\$100,000.00).

### 22.3 Accidental Death and Dismemberment Insurance: Thirty-five thousand dollars (\$35,000.00).

### 22.4 Weekly Indemnity Plan:

The Company will pay the full cost of the Weekly Indemnity Plan, and provide a weekly sickness indemnity benefit payable at two-thirds (2/3) of the employee's weekly rate of pay for either sickness or injury not compensable to Workers Compensation laws of the Province. The sickness indemnity benefits shall be payable from the first day of accident or illness if hospitalization is involved, and the third day of sickness (payment becomes retroactive to the second day of sickness with a doctor's certificate), payable for fifteen (15) weeks.

22.5 Long Term Disability Plan:

The Company will pay the full cost of the Long-Term Disability Plan for employees and provide a Weekly Sickness Indemnity Benefit payable at sixty percent (60%) of the employees wage to a maximum of one thousand dollars (\$1,000.00) per month. The Long-Term Disability Plan will commence after fifteen (15) weeks.

For all other employees, beginning January 1<sup>st</sup>, 2008, the Company will pay the full cost of the Long-Term Disability Plan and provide a Weekly Sickness Indemnity Benefit payable at sixty percent (60%) of the employees wage to a maximum of one thousand dollars (\$1000.00) per month.

22.6 The Company agrees to inform the Union in writing of any employee who is put on light or modified duties for a period greater then twenty-one (21) working days. The Company agrees to meet with the Union and agree in writing when a permanent accommodation is needed for any employee.

The Company further agrees to inform the Local Union office in writing of any employee who goes off on weekly indemnity or long-term disability for a period greater then twenty-one (21) working days.

22.7 Alberta Health Care:

The Company will pay full costs of the premium of the Alberta Health Care Insurance, and ensure coverage includes ambulance and semi-private room coverage.

22.8 Dental Service Plan:

The Company will pay the full costs of the premiums for the Group Dental Insurance Plan, which will provide for:

Preventive Care – 80%

Provides up to 80% reimbursement for such expenses as X-rays, regular 6 – month checkups, cleaning and scaling of teeth, fluoride treatments to a maximum of \$1,300.00/person/plan year.

Minor Restorative Care – 80%

Provides up to 80% reimbursement for such expenses as fillings, extractions, maintainers up to a maximum of \$1,300.00/person/plan year.

Major Restorative – 50%

Provides up to 50% reimbursement for such expenses as crowns, bridges, dentures, gold inlays, and onlays to a maximum of \$1,300.00/person/plan year.

Orthodontics – 50%

Provides coverage at 50% reimbursement to a lifetime maximum of \$1,300.00 for dependent children.

The annual maximum reimbursement per covered person shall be \$1,300.00.

Dental reimbursement is to be based on current year plus inflationary protection.

22.9 Pension Plan:

Each employee on or after completion of six months service will belong to the Company pension plan. See Appendix B for specific further details of the plan.

22.10 Group Medical Plan:

No deductible plan providing 100% payment of prescription drugs and additional hospital care. Premiums paid by Company.

22.11 Vision Care Plan:

The Company will pay the full costs of the premiums of the vision care plan. The benefits for each employee and eligible dependents to be two hundred and seventy-five dollars (\$275.00) reimbursement for eyeglasses or contact lenses in each period of twenty-four (24) consecutive calendar months. Eye examinations are included in the two hundred and seventy-five dollars (\$275.00) reimbursement.

22.12 Employees who work thirty (30) hours or more on a weekly basis are eligible to receive the benefits as listed under this Article.

22.13 The Company shall reimburse costs up to fifty dollars (\$50.00) for Doctors' notes when requested by a manager provided the notes include:

- (a) The employee's full name,
- (b) The physicians name address and phone number,
- (c) The date of examination on which the note is based,
- (d) The time period for which the employee was unable for personal medical reasons to attend work
- (e) Confirmation that during the period of absence the employee was receiving medical treatment
- (f) The physician's signature and date

22.14 The Company agrees to arrange for and to pay for annual mandatory hearing tests of all employees during working hours. These tests will be completed within each calendar year of this agreement. The Company will retain a current list of those employees tested.

Employees who refuse to take mandatory hearing tests will be deemed to be unqualified for work.



The Company agrees to cover the cost of customized hearing protection for any employee requesting such. The Company agrees to replace such customized hearing protection if it meets the standards required by the Company, but no more frequently than once per calendar year. The Company will retain a list of those employees who request this.

22.15 Substance Abuse:

Substance abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees toward rehabilitation.

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of Employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company also provides other services in conjunction with existing company policy and EAP program.

**Article 23 – General**

23.1 On reasonable request, any employee will be entitled to look at their own personnel records held by the Company within the bounds of the applicable legislation.

23.2 The Company shall supply locking bulletin boards for the Union at each site or satellite. The Union representative shall have copies of the keys of the locks.

23.3 It is mutually agreed that there shall be no strike, stoppage of work, slowdown, lockout or similar impediment, whether sympathetic or otherwise during the term this Agreement shall be in force. If any employee in the bargaining unit encounters a picket line in the course of their normal duties, there shall be an immediate conference, and mutual agreement, between the parties hereto before any decision is made by either party as to whether the picket lines should or should not be respected.

23.4 Service Letters:

Employees who have been in service one year or more and who leave the service will, upon request, be promptly furnished a service letter stating the time while in the employment of the Company.

23.5 Supervisory Posting:

The Company shall immediately post on the bulletin board when a new supervisor is put in charge of any department or a transfer is made from one department to another.

23.6 Posting of Union insignia in the cab of Company owned tractors or trucks shall be permitted, but the location for the affixing of such insignia shall be the exclusive right of the Company. The size of such insignia shall not exceed twenty-four (24) square inches.

23.7 Contracting Out:

It is expressly understood and agreed that the Company shall not let, or sublet bargaining unit work within the Company's designated service areas, including work that would normally be performed by bargaining unit employees within those areas, if by so doing a bargaining unit employee would be laid off, lose hours or revenue or such contracting out would prevent the recall of a laid off employee. The Company may contract out work that is of an emergency nature or work that is of less than five days (this shall be fifteen days 15 for swampers and drivers on remote routes) total work without recalling laid off employees as long as other employees currently working are also not able to perform such work.

The Company may contract out the work referenced above if it is due to a third party imposing mandatory drug and alcohol testing and no employee is yet available or refuses to do the testing. The Company must remedy this situation as soon as possible to end any contracting out and shall work with the Union to resolve the issue.

23.8 Drivers are responsible for the cleanliness of their truck, both cab and exterior. They should drive through truck-wash at a minimum of once a week or more often as necessary.

23.9 Loss of Licences:

If for any reason an employee loses, fails to obtain or suffers a suspension of the required licences the Company may, in addition to any other appropriate remedy, and at its sole discretion, terminate the employee's employment. In cases where the employee appeals to the appropriate authorities the loss, failure to obtain, or suspension of the required licences, the Company will suspend the employee without pay or benefits until such time as a final determination is made by the appropriate authorities with respect to the loss, failure to obtain or suspension. In the event a suspended employee wins their appeal, the employee will be reinstated without loss of seniority, but will receive no back pay or benefits for the time on suspension.

The Company may request a copy of drivers' abstracts every six (6) months. The Company will obtain abstracts by having employees sign authorisation for the Company to obtain their abstract and the Company shall bear responsibility for all costs.

23.10 Social Justice Fund:

The Company agrees to pay into a special fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the UNIFOR Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

UNIFOR Social Justice Fund  
115 Gordon Baker Road  
Toronto, Ontario M2H 0A8

23.11 For the purpose of negotiations between the Company and the Union, the Company will recognize the Union's Bargaining Committee which may consist of employees of GFL Environmental SFS, representatives from the Local and representatives from the National Union (UNIFOR) including the National Representative. On scheduled collective bargaining dates agreed to between the parties, including mediation, the Company will compensate the Union's Bargaining Committee members who are employees of GFL Environmental SFS for loss of regular hourly or piecework wages and overtime wages and maintain their applicable benefits.

23.12 The Company shall within one hundred and eighty (180) days of the signature of the agreement will provide access to online benefits information that contains all needed forms relating to claiming on any of the insurances provided, as well as, an explanation and booklet of all pension and benefit packages.

23.13 The Company and the Union agree to jointly share the cost of production and printing of the new collective agreement booklets by a unionized printer. The Union agrees to pay any and all increased costs for the use of a unionized printer.

23.14 The lead hand position shall not have the authority to hire, suspend, dismiss, or discipline other employees or hand out any of the same.

23.15 The Company agrees that all Brokers will be held to account to the same level as the hourly drivers for all issues related to Company policies and procedures.

## **Article 24 – Human Rights & Harassment**

24.1 Discrimination:

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, national origin or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Provincial Jurisdiction.

The Company and Unifor are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment.

24.2 Sexual harassment means any repeated and/or unwelcome words or actions of a sexual nature made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- (a) Unnecessary touching or patting;
- (b) suggestive remarks or other verbal abuse;
- (c) leering at a person’s body;
- (d) compromising invitations;
- (e) demands for sexual favours; and
- (f) physical assault.

24.3 A complainant has the following options:

- (a) Initiate a grievance at Step 3 through the grievance procedure, or
  - a. file a written complaint with any Company manager or Union representative. If the Union receives the complaint it shall be forwarded to the Company immediately.

- 24.4 The parties agree that in the event of a complaint of harassment or discrimination it will be investigated thoroughly by the Company in confidence. The Company will deal with the complaint in accordance with the Company Harassment and Discrimination Policy.

The Union shall be copied on all complaints and shall be present during any investigation of the incident or when any Union witnesses or Union participants are questioned or interviewed. The Union is not entitled to be present during questioning or interviewing of management personnel.

Employees reporting any incident of harassment or discrimination are guaranteed protection from reprisal due to filing such a complaint, except that an employee may be subject to discipline where a complaint under this clause is found to be frivolous, vexatious, or made in bad faith.

- 24.5 An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:

- (a) Dismiss the grievance or complaint.
- (b) Determine the appropriate discipline up to and including dismissal.
- (c) Decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.
- (d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

- 24.6 Where harassment or discrimination is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants' consent.

- 24.7 Nothing in this article prevents an employee from filing a Human Rights Complaint before the Alberta Human Rights Commission.

### **Article 25 – Duration and Renewal**

- 25.1 This agreement shall become effective the first day of November 1<sup>st</sup>, 2021 and shall remain in full force and effect up to and including October 31<sup>st</sup>, 2024.
- 25.2 It is further agreed to by the parties that this Agreement shall be automatically renewed for a similar period, and so on, upon failure by one of the parties to give written notice to the other party within a period which shall not be more than 90 days or less than the 30-day period prior to the expiration of this collective agreement.

Signed in Edmonton this \_\_\_\_ day of \_\_\_\_\_, 2022

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Jay Archibald  
HR Director

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Jay Thompson  
Servicing Representative Local 4050

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Robert Bouvier Jr.  
CPHR

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Steve Kerrigan  
National Representative

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Steven Sarsfield  
District Manager

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Doug Bradly  
Committee Member

**LETTER OF AGREEMENT 1**

Between

Waste Management Canada Corp.

And

UNIFOR LOCAL 4050

**RE: Cost of Living Subsidy**

The Company agrees to pay all employees working in Fort McMurray, a cost of living subsidy in addition to their basic rate of pay and any premiums or differentials as provided for elsewhere in this Agreement.

All employees in Fort McMurray will be paid two hundred and twenty-five dollars (\$225.00) per week. This subsidy will be paid bi-weekly on the employee's cheque.

In order to be eligible for the cost-of-living subsidy employees must work at least thirty hours in a week, and cannot be living in subsidized housing (applicable to new hires after December 1<sup>st</sup>, 2006)

The parties agree that all employees eligible for cost-of-living subsidies, as outlined in letters of agreement shall receive the cost of living subsidy while on vacation.

Signed in Edmonton this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jay Archibald  
HR Director

\_\_\_\_\_  
Jay Thompson  
Servicing Representative Local 4050

\_\_\_\_\_  
Robert Bouvier Jr.  
CPHR

\_\_\_\_\_  
Steve Kerrigan  
National Representative

\_\_\_\_\_  
Steven Sarsfield  
District Manager

\_\_\_\_\_  
Doug Bradly  
Committee Member

**LETTER OF AGREEMENT 2**

**Between**

**GFL Environmental SFS Inc.**

**And**

**UNIFOR LOCAL 4050**

**RE: Technology and “Drive - Cams”**

The Company may employ current or new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the waste industry, for efficiency and in order to help ensure the safety of the employees and public, in compliance with all federal, provincial and local rules and regulations.

Such technology may not be used for live surveillance. Any recording resulting from such technology may be used as an investigative tool. Unifor representatives shall be provided with joint access to review original recordings. This access shall be provided prior to any meeting held with an employee at which discipline is being imposed.

Signed in Edmonton this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Jay Archibald  
HR Director

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Jay Thompson  
Servicing Representative Local 4050

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Robert Bouvier Jr.  
CPHR

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Steve Kerrigan  
National Representative

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Steven Sarsfield  
District Manager

---

Doug Bradly  
Committee Member



## **LETTER OF AGREEMENT 3**

**Between**

**GFL Environmental SFS Inc.**

**And**

**UNIFOR LOCAL 4050**

### **RE: Women's Advocate**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be elected from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Union agrees to provide access to a confidential e-mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing a contact number to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women's Advocate will participate in an initial forty (40) hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

### **Domestic Violence:**

The parties recognize that an employee sometimes faces situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counselor, intake worker from a women's shelter), an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Once proven documents have been submitted and approved by the Company and the “Women’s Advocate”, an employee who is a victim of domestic violence is entitled to take up to ten (10) days leave, either intermittently or in a continuous period, as well as a continuous leave period of up to seventeen (17) weeks. Domestic Violence Leave must be for specified purposes relating to the domestic violence. For example, the leave is required to seek medical attention or to seek legal or law enforcement assistance.

Signed in Edmonton this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Jay Archibald  
HR Director

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Jay Thompson  
Servicing Representative Local 4050

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Robert Bouvier Jr.  
CPHR

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Steve Kerrigan  
National Representative

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Steven Sarsfield  
District Manager

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Doug Bradly  
Committee Member

## **LETTER OF AGREEMENT 4**

**Between**

**GFL Environmental SFS Inc.**

**And**

**UNIFOR LOCAL 4050**

### **RE: Mediation – Arbitration Process**

- (a) The process will begin with the signing of this Collective Agreement and remain in effect until either party gives sixty (60) days written notice that they want to end the agreement, grievances already slated for hearing must be followed through on regardless of notice given.
- (b) The parties will agree on two arbitrators in each Province to hear mutually agreed upon cases to be brought forward to mediation – arbitration. The Union shall select one arbitrator and the Corporation shall select one arbitrator.
- (c) The selected arbitrators shall be used on a rotational basis within each region.
- (d) Once a Province has five or more non-dismissal grievances that they mutually agree to proceed with a date shall be set to hold a hearing. The cases scheduled for Mediation – Arbitration will be agreed upon by the parties no later than the 15<sup>th</sup> of the preceding month when such is possible.
- (e) Any and all fees charged by, or costs incurred by, the Mediator – Arbitrator, shall be shared equally between the Corporation and the Local Union.
- (f) Any settlements reached in the mediation phase shall be without prejudice to either party, and shall not be regarded as an admission of liability by either the Corporation or the Union.
- (g) Should any dispute not be settled in the mediation phase, it may be progressed by either the Corporation or the Union to the expedited arbitration phase.
- (h) The jurisdiction of the Mediator – Arbitrator shall extend and be limited to solely the mediation and expedited arbitration of specific disputes respecting the meaning or alleged violation of any one or more provisions of a valid subsisting collective agreement between the Union and the Corporation, or pertinent legislation, including any claims related to such provisions than an employee has been unjustly or excessively disciplined.
- (i) This special mediation – expedited arbitration process will be conducted in accordance with the instructions of the Mediator – Arbitrator, or as otherwise agreed to by the parties at the time of the commencement of the proceedings.

- (j) Should a case not be resolved by mediation, either party may refer the matter to the Mediator – Arbitrator for final and binding resolution. The submissions of the parties shall be limited to oral presentations, which are limited to a maximum duration of thirty (30) minutes (including rebuttal) for each party, per case.
- (k) Each party reserves the right to submit evidence in support of their presentations.
- (l) Representations and arguments during this special process of mediation – arbitration shall be restricted and limited for each case, to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Corporation, per case. Legal council will not be allowed to attend on behalf of either party.
- (m) The cases referred to the Mediator – Arbitrator for mediation and final and binding resolution shall be limited to those specifically agreed upon beforehand, in writing, by the Union and Corporation. The cases will be presented to the Mediator – Arbitrator in date order: i.e.: from the oldest to the most recent.
- (n) Each case referred to the Mediator – Arbitrator for expedited arbitration will be numbered consecutively by the Mediator – Arbitrator and he shall provide his or her decision orally immediately following the presentation of each case, unless otherwise agreed to between the Corporation and the Union. At the request of either of the parties, the Mediator – Arbitrator shall provide the parties with a short, written summary of his or her decision(s) within thirty (30) days of the special proceedings, or as otherwise agreed to by the parties.
- (o) The decisions of the Mediator – Arbitrator on any case referred to him or her for final and binding resolution under this process will not be used by the parties hereto for the purpose of establishing precedents or jurisprudence for the handling any future cases of a like or similar nature and neither party may rely on any of these cases to support a claim that the issue had been definitely settled by a decision in any other case. The Mediator – Arbitrator shall not, in any case, add to, subtract from, modify, rescind, or disregard any provision of the Collective Agreement.
- (p) Each decision of the Mediator – Arbitrator, which is made under the jurisdiction of this memorandum of agreement, shall be final and binding upon the Corporation and the Union, as well as the employee involved.
- (q) The Corporation and the Union agree that the powers of the Mediator – Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary. The Mediator – Arbitrator shall not have the power to modify these agreed upon rules without the consent of both the Corporation and Union.
- (r) In the event that the parties encounter difficulties in implementing the decision(s) of the Mediator – Arbitrator, the Corporation and the Union agree that the Mediator – Arbitrator will remain seized of each of the cases presented to him for arbitration.
- (s) The decision of the Mediator – Arbitrator shall not be subject to appeal by the Corporation, the Union, or the employee involved.
- (t) These special mediation – arbitration sessions will be held at times and locations as mutually agreed upon by the parties.

Signed in Edmonton this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jay Archibald  
HR Director

\_\_\_\_\_  
Jay Thompson  
Servicing Representative Local 4050

\_\_\_\_\_  
Robert Bouvier Jr.  
CPHR

\_\_\_\_\_  
Steve Kerrigan  
National Representative

\_\_\_\_\_  
Steven Sarsfield  
District Manager

\_\_\_\_\_  
Doug Bradly  
Committee Member

**APPENDIX A – Wages**

**Fort McMurray**

<b>Hourly Rates</b>	<b>Ratification</b>	<b>01-Nov-22</b>	<b>01-Nov-3</b>
<b>Job</b>	<b>3%</b>	<b>2%</b>	<b>2%</b>
Swing Driver	\$39.83	\$40.63	\$41.44
FL Driver/ Molok	\$36.65	\$37.38	\$38.13
FL Swamper	\$28.90	\$29.48	\$30.07
Lugger and Roll Off Drivers / Bagster	\$35.67	\$36.38	\$37.11
Picker Truck	\$34.20	\$34.88	\$35.58
Licensed Mechanic/Welder	\$64.08	\$65.36	\$66.67
General Labourer	\$25.56	\$26.07	\$26.59
Port-o-Let Driver	\$30.31	\$30.92	\$31.53
Residential Driver – No Swamper	\$31.96	\$32.60	\$33.25
Residential Driver/Swamper	\$29.57	\$30.16	\$30.76
Residential Driver with Swamper	\$29.57	\$30.16	\$30.76
Residential Swamper	\$26.47	\$27.00	\$27.54
Recycle / Baler Operator	\$20.74	\$21.15	\$21.58

\$500.00 signing bonus will be paid no later than two (2) pay cycle after ratification of the agreement

Front Load drivers on swamper routes will receive a \$0.03 per cubic yard above the applicable rate.

PREMIUM – Class 1 Roll Off Premium of \$2.00 per hour will be paid to hourly-rated employees when pulling a trailer, the premium will be paid for a full shift as long as the employee pulled a trailer for part of the shift.

SWAMPER RATE OF PAY – When the driver is paid PW the swamper will be paid PW, and when the driver is paid hourly, the swamper will be paid hourly.

Apprentice Mechanic

- First Year Apprentice - 60% of licensed journeyman mechanic rate
- Second Year Apprentice - 70% of licensed journeyman mechanic rate
- Third Year Apprentice - 80% of licensed journeyman mechanic rate
- Fourth Year Apprentice - 90% of licensed journeyman mechanic rate

Apprentice Welder

- First Year Apprentice - 70% of licensed journeyman welder rate
- Second Year Apprentice - 80% of licensed journeyman welder rate
- Third Year Apprentice - 90% of licensed journeyman welder rate

The parties agree to identify all rates or jobs paid higher or differently than the Collective Agreement provides for. Such anomalies shall be included in a Letter of Understanding signed by both parties and will be updated by written agreement only when needed.

## **APPENDIX B:**

### **PENSION PLAN**

#### **EFFECTIVE DATE**

The effective date the Plan is May 1, 1981.

#### **ELIGIBILITY**

If you are a full-time employee, you will be eligible to become a member of the Plan on the first day of the month coinciding with or next after the completion of 6 months of service.

If you are a non-full-time employee you will be eligible on the first day of the month following the month in which both the following requirements have been fulfilled (a) you have completed 2 years of service and (b) you have earned in respect of service on and after January 1, 1985 at least 35% of the YMPE in each of 2 consecutive calendar years.

#### **MEMBERSHIP IN THE PLAN**

If you are a full-time employee who entered the service of the Company prior to January 1, 1987 you may become a member at any time after becoming eligible.

If you are a full-time employee who enters the service of the Company on or after January 1, 1987 you will be required to become a member when eligible.

If you are a non-full-time employee you may become a member at any time after becoming eligible.

Once you become a member you must remain a member while employed by the Company.

#### **RETIREMENT DATE**

Your normal retirement date will be the first day of the month coinciding with or next following your 65<sup>th</sup> birthday.

Upon 3 months notice, you may retire on the first day of any month within the 10 years preceding your normal retirement date or on the first day of any month following your normal retirement date but you may not defer your annuity payments later than the December 1<sup>st</sup> in the calendar year in which you attain age 69. If you remain in service after your normal retirement date, the contributions of the Company and your contributions will continue until the earlier of (1) your retirement date and (2) the date your annuity payments commence.

## BASIC CONTRIBUTIONS

Employees will contribute by payroll deduction 4% of their gross earnings.

The Company contribution on your behalf will equal your contribution.

Contributions shall be limited to the amount's deductible under the provisions of the Income Tax Act.

## VOLUNTARY CONTRIBUTIONS

You may contribute any amount of voluntary contributions to the Plan. The contributions however, shall be limited to the amounts deductible under the provisions of the Income Tax Act.

The accumulation with interest of your voluntary contributions will, as elected by you, be applied on your date of retirement to increase the amount of pension purchased on your behalf or, transferred to another insurance company to purchase a deferred annuity or

to an Optional Retirement Vehicle as outlined in the Forms of Pension Payment section of this booklet or taken as a cash payment, transferred to an RRSP or to a RRIF.

If you are contributing voluntary contributions by payroll deduction, in order for you to change the amount being deducted, you must give written notice to the Company no later than one month before the date of the change.

## INDIVIDUAL ACCOUNT

An Individual Account will be established on your behalf at the time you become a member of the Plan. Your contributions received from the Company will be credited to your Individual Account.

Your Individual Account will also be credited with interest at regular intervals in accordance with Government Legislation.

## AMOUNT OF PENSION PAYMENT

The amount of your monthly pension on retirement will be the amount which your Individual Account balance will purchase when applied on the date you retire.

## FORMS OF PENSION PAYMENT

### Normal Form:

Normally your pension will be payable in the form of a monthly annuity commencing on your retirement date and continuing for your lifetime. However, should you die before 120 monthly payments have been received the payments will be continued to your beneficiary until 120 payments in all have been made.



However, if you have a spouse on your retirement date your pension will not be payable in the normal form as stated above. Instead the pension will be payable in the form of a monthly annuity commencing on your retirement date and continuing for your lifetime with 60% of the monthly annuity payable to your spouse for his/her lifetime after your death.

Your spouse may waive the right to this payment method, in writing, in the prescribed form required by Government Legislation. The spousal waiver form may not be signed more than 90 days prior to the date your annuity payments commence.

#### Optional Forms:

If you feel that your needs would be better served by a different form of annuity than that normally payable, you may elect to have the pension paid in an optional form of annuity which must be permitted by Government Legislation. If you have a spouse, an optional form may only be elected if the above spousal waiver conditions have been met.

#### Optional Retirement Vehicles:

You may elect to directly transfer your Individual Account balance to a LIF, a LIRA or a LRIF as prescribed by Government Legislation. If you have a spouse, a LIF or a LRIF transfer may only be elected if the above spousal waiver conditions have been met.

### DEATH BENEFITS

#### A) Before Retirement:

##### To Whom Payable:

If you have a spouse on your date of death, the death benefit is payable to your spouse. If you do not have a spouse on your date of death, the death benefit is payable to your designated beneficiary and if there is no designated beneficiary, to your estate. Subject to any statutory restrictions you may from time to time change the beneficiary.

##### Amount of Death Benefit:

1. To your spouse: Your spouse will receive your Individual Account balance.

Your spouse will receive the death benefit in accordance with the provisions of (i) and (ii) below:

- (i) If you had attained the normal retirement date or had completed 5 years of service at your date of death, your spouse may elect that the death benefit be directly transferred to another registered pension plan, or used to purchase a pension with an insurance company. The transfer will be made on a locked-in basis.

- (ii) If you had not attained the normal retirement date or had not completed 5 years of service at your date of death, your spouse may elect that the death benefit be taken as a cash payment, directly transferred on a non-locked-in basis to another registered pension plan, to an RRSP or to a RRIF, or used to purchase a pension with an insurance company.

Your spouse may elect to directly transfer the death benefit to a LIF, a LIRA or a LRIF as prescribed under Government Legislation. The transfer to a LIF or an LRIF will only be made if your spouse has attained age 50.

The pension payable to your spouse will be in the form of an immediate or deferred annuity. The deferred annuity will commence no later than the later of (1) one year after your date of death, and (2) the end of the calendar year in which your spouse attains age 69.

Your spouse will make an election within 90 days of being notified of his/her entitlement and options available under the Plan.

2. To your designated beneficiary/estate: Your designated beneficiary/estate will receive in the form of a cash payment the same death benefit amount that your spouse would have been entitled to as provided in (1) above.

B) After Retirement:

The death benefit, if any, will depend on the form of pension you had elected at your date of retirement.

WITHDRAWAL BENEFITS

- A) If you leave the service of the Company before retirement and have attained the normal retirement date or had completed 5 years of service, you will receive a pension commencing on your retirement date of an amount which can be purchased at your retirement date by your Individual Account balance.

Notwithstanding the above, you may elect to have your Individual Account balance directly transferred to another registered pension plan. The transfer will be made on a locked-in basis.

- B) If you leave the service of the Company before retirement and you are not eligible to receive the benefits stated in (A) above, you will elect one of the following entitlement options:

1. a cash payment of the portion of your Individual Account balance attributable to your own contributions, or
2. a pension commencing on your retirement date of the amount which can be purchased at your retirement date by the portion of your Individual Account balance attributable to your own contributions, or

3. that the portion of your Individual Account balance attributable to your own contributions be directly transferred to another registered pension plan, to an RRSP or to a RRIF.

You may elect that your entitlement be used to purchase a deferred annuity with another insurance company or directly transferred to a LIF, a LIRA or a LRIF as prescribed under Government Legislation. The transfer to a LIF or to a LRIF will only be made if (i) you have attained age 50 and (ii) your spouse has waived in writing, the right to a pension benefit.

You will make an election within 90 days of being notified of your entitlement and options available under the Plan.

### ADDITIONAL INFORMATION

#### A) Definitions:

1. "Government Legislation" means the provincial pension legislation governing the Plan and the administrative rules of Revenue Canada or any other legislation or regulations which may apply to the Plan.
2. "LIF" (Life Income Fund) means a retirement arrangement registered under Section 146 of the Income Tax Act.
3. "LIRA" (Locked-In Retirement Account) means a retirement arrangement registered under Section 146 of the Income Tax Act.
4. "Locked-in" means a benefit which cannot be taken as a cash payment by you or your spouse.
5. "LRIF" (Locked-In Retirement Income Fund) means a retirement arrangement registered under Section 146 of the Income Tax Act.
6. "RRIF" (Registered Retirement Income Fund) means a retirement arrangement registered under Section 146 of the Income Tax Act.
7. "RRSP" (Registered Retirement Savings Plan) means a retirement savings plan registered under Section 146 of the Income Tax Act.
8. "Spouse" means in relation to the member
  - (i) a person of the opposite sex who at the relevant time is married to the member and not living separate and apart from him, or
  - (ii) if there is no person to whom (a) applies, a person of the opposite sex who has lived with the member in a conjugal relationship for the 3-year period immediately preceding the relevant time and was during that period held out by the member in the community in which they lived as their consort.
9. "YMPE" means year's maximum pensionable earnings under the Canada Pension Plan.

B) Written Explanation:

1. Each year you or your surviving spouse will receive a statement describing the benefits you have accrued during the year and your total benefits to date.
2. You or your surviving spouse will also receive a statement describing your benefits and options if you terminate employment, retire or die, or if the Plan is terminated.
3. You or your surviving spouse will receive a written explanation of any amendment to the Plan which may affect your benefits or rights.
4. Within 30 days after a written request, the Company will make available to you, your spouse or the authorized agent of either, copies of all Plan texts, funding contracts, financial statements and other Plan related documents, however, the Company is not required to make such disclosure more often than once in any 12-month period.

C) Marital Break-up:

The entitlement of a spouse to receive part of the member's pension benefit is subject to entitlements arising under a written matrimonial property order issued under the Matrimonial Property Act, or a similar written order enforceable in Alberta.

The booklet is a summary of the main features of the Company's Retirement Plan, but the Company's Retirement Plan and Group Contract No. 67742 issued to the Company by Canada Life are the governing documents. In the event of any variation between the information in this summary and the provisions of the Company's Retirement Plan or the Group Contract, the latter two documents will prevail. You can contact you Retirement Plan administrator if you require any additional information.