

COLLECTIVE AGREEMENT

BETWEEN:

SUEZ CANADA WASTE SERVICES INC.
City of Edmonton Materials Recycling Facility
Edmonton, AB
(hereinafter referred to as the "COMPANY")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "UNION")
OF THE SECOND PART.

January 1, 2016 – September 30, 2019
(If current O & M Service Contract renewed
expiry date will be December 31, 2019)

TABLE OF CONTENTS

PREAMBLE	1
Objects	1
Union Co-operation.....	1
BARGAINING AUTHORITY	1
POSTING OF AGREEMENT	1
UNION SECURITY	1
GENERAL.....	2
Shop Stewards.....	2
SENIORITY.....	3
Leave of Absence	3
Promotion.....	4
SAFETY CONDITIONS	4
HOURS OF WORK	5
Overtime.....	5
Holidays	5
Shift differential	5
RATES OF PAY.....	6
PAY AND WORKING CONDITIONS	6
Meal Period and Coffee Break	7
Work boots.	7
Medical exam.....	7
Welfare Protection	8
Funeral Leave.....	8
Jury Duty.....	8
Parking Facilities.....	8
HOLIDAYS.....	9
VACATIONS.....	9
MAINTENANCE OF STANDARDS.....	10
UNION CONTROVERSY	10
DISCIPLINE	11
GRIEVANCE PROCEDURE	11
SICK LEAVE.....	12
HEALTH AND WELFARE PLAN	12
EMPLOYEE PENSION PLAN	14
TERMINATION AND AMENDMENTS	14
LETTER OF UNDERSTANDING #1	15
Temporary Workers.....	15

ARTICLE NO. 1 - PREAMBLE

- (a) **Objects** - It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate individually and collectively, for the advancement of conditions.
- (b) **Union Co-operation** - The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Company.

ARTICLE NO. 2 - BARGAINING AUTHORITY

The Union is recognized as the sole bargaining agency for SUEZ Canada Waste Services Inc., City of Edmonton Materials Recycling Facility employees, for the purpose of Collective Bargaining during the life of this Agreement and thereafter, until such time as the bargaining unit elects another bargaining agent of their choice in accordance with the Alberta Labour Code.

ARTICLE NO. 3 - POSTING OF CURRENT AGREEMENT

The Company will provide a bulletin board for the posting of this Agreement and for such notices as the Union from time to time may wish to post. However, such notices shall be first approved by Management.

ARTICLE NO. 4 - UNION SECURITY

- (a) All employees covered by this Agreement who have been employed for fourteen (14) calendar days shall, as a condition of employment, pay the monthly Union Dues as regular members of the said Union or the equivalent thereof.
- (b) All employees shall, as a condition of employment, become Union Members within fourteen (14) calendar days of the signing of this Agreement or the date of their employment and maintain such membership for the duration of this Agreement or be replaced.
- (c) The Company agrees for the duration of this Agreement to deduct from the last paycheque of each month the monthly dues of any employee covered by this Agreement, also the Initiation Fee to the Local Union, and to remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted. The Company shall remit such deductions to the Union prior to the fifteenth day of each month following the month which deductions were made. The Union will supply the Company with application forms for Union Membership and dues deduction application forms which shall be signed by all new employees on the day on which the new employees were hired. All completed copies of the application for Union Membership forms shall be returned to the Union as soon as possible and shall serve as notification of commencement of employment. Upon termination of employment of any employee, his dues deduction authorization form shall be returned to the Union as soon as possible.

The Union shall indemnify the Employer and will hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason arising from implementation of this provision.

- (d) Temporary Employees will not be used while the Company has Regular Full-time Employees covered by this Agreement working in any department and who are qualified, available, and who have not completed forty (40) hours of work in that week, and desire such work. Temporary employees will not be eligible for Leadhand positions.
- (e) Employees of the Company, outside the scope of this Agreement, may perform any of the regular duties of employees within the bargaining unit providing they do not displace qualified employees that are available.

- (f) A Regular Employee shall be considered as such an employee of the Company when:
 - 1. He has completed his probationary period.
 - 2. He makes himself available to the Company for full-time employment or as he may be needed.
 - 3. He has fully qualified in regard to the Company-approved physical examination or other normal Company requirements and is fully insurable.
- (g)
 - 1. All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.
 - 2. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period for proper cause.

ARTICLE NO. 5 - GENERAL

- (a)
 - 1. The Union recognizes the exclusive right of the Company to manage, control and direct the Company's business and workforce in all respects in accordance with its commitments, and to alter from time to time rules, policies, procedures, work standards and regulations to be observed by employees, which rules, policies and regulations shall not be inconsistent with this Agreement. Where practicable, new rules or regulations shall be posted ten (10) days prior to implementation and sent to the Union. On critical issues of health, environment and safety, the Company reserves the right to short notice periods. The Union agrees that the Company retains all management rights, except as expressly limited by a specific provision of the Collective Agreement, including the right to hire, layoff, discipline, discharge, promote and train employees. The rights, functions and responsibilities of the Company mentioned herein shall not be deemed to exclude other rights functions and responsibilities not specifically mentioned.
 - 2. The Company shall always have the right to hire and to discipline, demote, or discharge employees for proper cause. However, when any such disciplinary action is taken, the affected employee will have a Shop Steward available unless expressly declined.
 - 3. The Company shall ensure all Managers and Supervisors know and abide by the rules of this Agreement.
- (b)
 - 1. The Union members may elect up to two (2) Shop Stewards per shift but no more than three (3) total at the project and shall notify the Company of such election and names of the Shop Stewards. If no Shop Stewards are elected by the Members, the Union can appoint a Shop Steward in accordance with the preceding sentence. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
 - 2. The Company shall allow time off with pay to any Shop Steward for the purpose of attending grievance meetings with the Company during regular work hours at a mutually agreeable time for the Union and Company. All requests for time off must be reasonable, not interfere with the proper operation of the business and must provide at least forty-eight (48) hours written notice to the Company by the Union specifying the length of time off. In addition, the Company will allow time off with pay for one (1) Shop Steward to participate in labour negotiations for up to three (3) days at that employee's straight time base hourly pay to a maximum of eight (8) hours per day. Such compensation shall not count as hours worked for purposes of computing overtime. Attendance at arbitration or mediation to any person covered by this Agreement shall be allowed as time off without pay.

3. Authorized agents of the Union will request, with reasonable notice and have access to the Company's establishment during working hours for the purpose of investigating conditions related to the Union contract clauses, provided that such access shall in no way interrupt the Company's working schedule.
4. This Agreement shall be binding upon the parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall, without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE NO. 6 - SENIORITY

- (a) Seniority shall be based on the length of continuous service an employee has been employed in the City of Edmonton Materials Recycling Facility, subject to Section (b) of this Article.
- (b) An employee shall lose all seniority rights for any one or more of the following reasons:
 1. Voluntary resignation.
 2. Discharge for cause.
 3. Failure to return to work after lay off under Section (c) of this Article or leave of absence.
- (c)
 1. Seniority shall prevail in the event of layoffs with the junior employee covered by this Agreement being laid off first, providing the senior man is capable and qualified to perform the remaining work.
 2. The Company agrees to rehire laid off employees on a seniority basis commencing with the last employee laid off. When recalling any employee to work after being laid off, he shall be notified by registered mail directed to the employee's last know address and such employee will notify the Company within forty-eight (48) hours of his intentions and will be allowed seven (7) days to report to work. Laid off employees shall have recall rights for a period of twelve (12) months from the date of layoff. Any employee who refuses recall shall lose all further recall rights.
- (d)
 1. Permission for Company-authorized Leave of Absence for any reason other than ill health shall be in writing and the Leave will consist of a maximum of thirty (30) days. Permission for any extension of Leave of Absence beyond thirty (30) days shall be in writing and agreed upon by the Union, the Company and the employee concerned.
 2. The Company will allow one (1) employee within the bargaining unit covered by this Agreement a Leave of Absence without pay to take a position within the Union which is beyond the sphere of the bargaining unit, the employee shall retain his/her seniority for a maximum of one (1) year with the former bargaining unit. The Union agrees and understands that the Company will not hold open the job vacated by the employee nor with the Company offer or pay for any benefits to the employee on Leave. Employees will be allowed to return within one (1) year of approved Leave to either a vacant, available position or employee may exercise bumping rights to any less senior bargaining member, provided the employee is qualified to perform all the duties and responsibilities of the job.

The Union will provide a minimum of two (2) weeks advance notice to the Company for request for such Leave and the Union's request for such Leave will not be unreasonably withheld.

- (e) The Company will appoint leadhand positions to the most senior, qualified employee. The employee must demonstrate, including but not limited to, satisfactory attendance and work performance, communication, knowledge, training, skill, ability, leadership and teamwork skills to be considered qualified by the Company. First Aid training, as provided by the Company, will also be required of all leadhands. The final decision will be made by the Company.
- (f) Seniority will prevail for the purpose of shift preferential or new positions. New jobs will be posted for bid for seventy-two (72) hours for indication of employee interest; the Company will consider employee preference in filling the job in accordance with Article 6. Employees on vacation or otherwise prevented from bidding will be given an opportunity to bid when they return. Vacancies created as a result of filling a posted job will be posted for seventy-two (72) hours as above.
- (g) Should a temporary vacancy of two or more consecutive work days occur, such temporary vacancy will be filled from among the regular full-time Plant employees, who have completed their probationary periods and who are qualified to perform the vacant job. The filling of any vacancy of less than two consecutive work days shall be at the sole discretion of the Company.
- (h) Daily call-out and call back will be on a seniority basis in each classification with senior man having first preference. The classifications are listed below:
 - 1. Leadhand
 - 2. Sorter
- (i)
 - 1. **Promotion** - When an employee within the bargain unit covered by this Agreement receives a leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) days within the former unit.
 - 2. At the end of this period of ninety (90) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a maximum period of one hundred twenty (120) calendar days prior to exercising that privilege again.
 - 3. The Company will accept personal resumes from all employees covered under this Agreement. Such resumes will be evaluated and, at the Company's discretion, the employees may be considered for future employment opportunities.

ARTICLE NO. 7 - SAFETY CONDITIONS

- (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which are not in a safe operating condition.
- (b) It shall be the duty of the employees to report, in writing, on the appropriate forms of the Company promptly all safety or mechanical defects on the equipment which they have operated during that shift, a copy of the said report will be made available to the employee on request. It shall be the obligation of the Company to inform the employee of which Supervisor to whom such reports on such equipment will be made. Once the defect is corrected, the person performing the repair will note on the report form that the work has been done and that the vehicle has been road tested, if a road test is appropriate to the nature of the defect. In the event that the defect does not constitute a safety hazard and because of scheduling of work, cannot be performed on the date requested, that too shall be noted on the form along with an indication of the date when the work will be performed.

- (c) If a problem arises over the repair of reported defects on equipment, the employee shall take the matter up with his immediate Supervisor, if available, or the Head Mechanic on duty.
- (d) In the event that repairs necessary to maintain safe and lawful operation of the equipment cannot be completed immediately, the equipment will be correctly identified and kept out of service until repaired.
- (e) The Company will be responsible for providing personal protective equipment as necessary, and the Union agrees that the employees will wear same.

ARTICLE NO. 8 - HOURS OF WORK

- (a) The regular hours of work for all hourly paid employees shall be -
Eight (8) hours per day, and forty (40) hours per week, or
For compressed work weeks, ten (10) hours per day, and forty (40) hours per week
- (b) **Overtime** - All hours in excess of the daily or weekly maximums shall be overtime and paid for as follows:
 1. All hours worked in excess of the regular scheduled hours per day will be paid for at one and one-half (1 ½) times the employee's regular rate of pay.
 2. It is understood that employees shall have a minimum of eight (8) hours off between shifts. A violation of this clause shall constitute a shift premium of one point five times (1.5 x) the hourly rate of the affected employees' rate of pay for that shift resulting in the violation.
 3. Any hours worked prior to an employee's regular starting time or after his regular quitting time, shall be paid for at the overtime rates in excess of regular scheduled hours in that day.
 4. All shifts will be posted and bid by seniority. Start times of shifts shall be posted. Should the Company require employees to change start times, the employees will be given one (1) days notice of said start times.
- (c) Employees reporting for duty on a call-out basis inconsistent with their regular assigned work days shall be guaranteed a minimum of four (4) hours work and/or pay at their overtime pay provisions.
- (d) Should a second or third shift be instituted the Company agrees to provide a shift differential of fifty cents (\$0.50) per hour for all hours worked for all sorter and leadhand positions. Shift differential will apply to any shift which commences after 2:00 p.m.
- (e) Each full-time employee reporting for duty at his scheduled starting time on his regular scheduled work day, shall be guaranteed a minimum of four (4) hours of work and/or pay, for the first four (4) regularly scheduled hours, and a minimum guarantee of eight (8) hours of work and/or pay thereafter.
- (f) In the event a Statutory Holiday falls on a Monday or a Friday, all shifts are guaranteed to have a three day long weekend off, or in the event that an employee is required to work on a Statutory Holiday, that employee will receive two times (2x) the hourly rate of pay for all hours worked on that day, in addition to the rate prescribed by the Holiday. The day worked in lieu of the Stat Day off will be paid at straight time rates only, and not subject to Article No. 8(b). For the Statutory Holiday of Christmas only, if an employee is required to work during the Saturday or Sunday immediately preceding or following Christmas, the employee will receive two times (2X) their hourly rate of pay for all hours worked.

Should the Statutory Holiday fall on a regular day off, the employee so affected will be given another day in lieu of the Stat.

ARTICLE NO. 9 - RATES OF PAY

(a)

Classification	Jan 1/2015	Jan 1/2016	Jan 1/2017	Jan 1/2018	Jan 1/2019
Sorter	\$17.30	\$17.56	\$17.82	\$18.05	\$18.27
Lead Hand Premium	\$ 1.92	\$ 1.97	\$ 2.02	\$ 2.07	\$ 2.12
Lead Hand Total	\$19.22	\$19.53	\$19.84	\$20.12	\$20.39

ARTICLE NO. 10 - PAY AND WORKING CONDITIONS

- (a) Pay time shall be computed from the time the employee is ordered to report for duty or registers in, whichever is later, until he is effectively released from duty.
- (b) 1. All Regular Employees covered by this Agreement shall be paid not less frequently than every other Friday, at the end of the shifts which start on that day, all wages earned by such employee to a day not more than seven (7) days prior to the date of payment. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked and all deductions made from the gross amount of wages. When code numbers are used by the Company to identify earnings and deductions on the itemized statement, the Company will inform the employees as to what each number represents. If an error occurs in the payroll computation of an employee's paycheque and the amount is equal to one (1) day's pay or more, he shall be entitled, on request, to receive the amount due as soon as practical.
- The Company reserves the right to discontinue providing a separate or detachable written or printed itemized statement to all employees and instead to provide employee wage statements in electronic form. If requested, employees will be allowed access to a computer at work, during their break or meal period, to view and/or print their statements.
2. Upon discharge, the Company shall pay all money due to the employee in accordance with current Alberta Employment Standards.
3. All payroll will be done by "Direct Deposit" unless at the discretion of the Company.
- (c) When an employee meets with personal injury while on duty which prevents him from completing his shift, he will be paid for the hours actually worked, except that if an injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day.
- (d) The Company agrees to maintain clean lunchrooms and sanitary washrooms and toilet facilities at its main plant. Employees will be required to assist in keeping these facilities clean at all times.
- (e) There shall be no split shifts.

(f) **Meal Period and Coffee Break**

1. Except by mutual agreement between the parties hereto, the employees shall take one (1) unpaid continuous period for meals of not more than thirty (30) minutes in any one (1) day.
2. An employee shall be entitled to two (2) breaks not in excess of fifteen (15) minutes each which shall be paid by the Company. Such breaks shall be taken in accordance with applicable Labour Standards.
3. When an employee is held over beyond his scheduled quitting time for two (2) hours or more he shall be allowed a fifteen (15) minute coffee break during that period. However, if an employee is held four (4) hours or more he shall be allowed a thirty (30) minute paid meal break during that period.

(g) 1. All Plant employees working for the Company are required to wear Company uniforms which will consist of a pair of pants and a top and/or coveralls, which are at no cost to the employee. The Company will be responsible for laundering of uniforms. New uniforms, if required for any Plant employee will be issued at the discretion of the Company.

2. Upon completion of probation, and every year thereafter, the Company agrees to provide employees with reimbursement of up to one hundred and twenty-five dollars (\$125.00) per calendar year upon provision of a valid receipt of a pair of C.S.A. approved work boots.
3. Every twenty-four months the Company will reimburse upon provision of receipt, two hundred and fifty dollars (\$250.00) per employee for prescription safety glasses.

(h) Any Company-required physical or medical examination shall be promptly complied with by all employees; provided however, the Company shall pay for all such physical or medical examinations and for any time lost during working hours as a result thereof. The Company shall give the employee twenty-four (24) hours notice prior to such examination.

1. Any employee who fails to pass a Company physical examination at his option may have his case reviewed in the following manner:
 - (a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
 - (b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
 - (c) In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will, at written request of the employee, agree to and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.
2. The decision of the medical specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification.
3. The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiners report shall be furnished to the Company and the employee.

4. If the Company requests the driver to upgrade his license, the appropriate equipment will be provided for the test purposes and the driver will receive his regular rate of pay during the test period.

(i) **Welfare Protection** - When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Company shall continue to pay both his Health & Welfare Fees and Union Dues so that the employee shall be protected to the utmost, provided -

1. The employee reimburses the Company for such contributions made on his behalf, and is at no time more than five (5) months in arrears, and

2. The period of such coverage shall exceed six (6) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earnings only the employee's portion of the contribution paid on his behalf.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

(j) **Funeral Leave** - When death occurs to a member of a Regular Employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral for a maximum of five (5) days. The Company has the right to request proof of death in a bereavement situation.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandparents, and legal guardian and as further defined by the Canadian Labour Code.

(k) **Jury Duty** - Any employee who is required to perform Jury Duty on a day which he would normally have worked, or attends court in response to a subpoena only to give evidence as a Witness concerning matters occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day for forty (40) per week, less pay received for Jury Duty. The employee will be required to furnish proof of jury service or Witness attendance and Jury Duty pay or Witness Fee received therefor, and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness attendance shall, subject to this provision, make himself available for work before or after required for such duty, whenever practicable.

(l) **Parking Facilities** - The Company shall supply, at its Plant location, parking facilities and plug-ins for all employees.

ARTICLE NO. 11 - HOLIDAYS

(a) 1. All employees who have completed thirty (30) calendar days of employment shall be entitled to the following Holidays with pay:

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

In the event of another General Holiday being proclaimed by the Federal or Provincial Government, employees shall be paid as above.

2. All employees on an hourly rate will receive eight (8) hours (or ten (10) hours, if working a compressed work week) pay at their regular hourly work time job classification rate for the Holidays listed.

3. All employees shall be entitled to holiday pay for the specified Holiday subject to the following qualifications.

(a) An employee shall not be entitled to receive pay for any Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason whatsoever.

(b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the Holiday and/or the day after the Holiday shall not be paid for the Holiday.

(c) In the event an employee is requested to work on a Statutory Holiday, that employee will receive two (2) times the hourly rate of pay in addition to the rate prescribed by the Holiday.

(d) In the event any of the above-mentioned Holidays fall during an employee's annual vacation, he shall receive an extra day off with pay added to his vacation for each Holiday.

ARTICLE NO. 12 - VACATIONS

- (a) All employees shall receive two (2) weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages earned by the employee during the year in which he qualified for such vacation, OR

- (b) All employees who have completed four (4) or more years of continuous service with the Company shall receive three (3) consecutive weeks vacation with pay.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages earned by the employee during the year in which he qualified for such vacation, OR

- (c) All employees who have completed nine (9) or more years of continuous service with the Company shall receive four (4) weeks vacation with pay.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

- (d) Holiday lists shall be posted by department on February 1 of each year and the most senior seven (7) in each department will have fourteen (14) days to select their holidays; the next seven (7) senior employees will then have fourteen (14) days to exercise their choice of time and this system will continue until all employees in each department have listed their choice of vacation time. Once this list is completed and accepted by the Company, it shall not be changed unless mutually agreed to by the Company and the employee concerned. Any employee not specifying his time of vacation within the above designated time periods shall receive his vacation at the discretion of the Company.

- (e) An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.

- (f) Where requested, vacation pay of at least one week may be held and paid when vacation is taken. Such request is to be made at the time of vacation booking, as noted in (d) above, and that the balance of the vacation account is never negative. If no booking or request is made, the payout will be made on the first pay period in December.

- (g) To the Company is reserved the right to limit the number of employees off work on vacation at any one time to one employee within each of the classifications listed in (g) of Article No. 6. No employee may take more than two (2) weeks off on a vacation which begins or ends within the months of July and August; in scheduling such vacations during these two months, preference shall be given the four (4) most senior employees within each classification within (g) of Article No. 6, during 1997, with the next four (4) most senior employees within each of the aforesaid classifications given preference for July and August of the following year and to continue on rotating basis thereafter. If a senior person doesn't take holidays when scheduled they will drop to the bottom of the list for the following year.

ARTICLE NO. 13 - MAINTENANCE OF STANDARDS

Employees temporarily assigned to lower rated positions shall not have their rates reduced.

ARTICLE NO. 14 - UNION CONTROVERSY

- (a) Prior to asking employees to cross a picket line, the Company will first meet with the Union. The Union will do all in its power to help effect a fair arrangement.

- (b) During the life of this Agreement there shall be no lock out by the Company or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union or the employees.

ARTICLE NO. 15 - DISCIPLINE

- (a) During any investigation meetings or disciplinary meetings, all employees will have a Shop Steward or Union Representative present unless expressly declined. In situations where immediate action is required or time is of the essence and neither a Shop Steward or Union Representative is available, the employee may request that an available Union employee of their choice be present as a witness in lieu of authorized representation.
- (b) The Company will send copies of discipline to the Union Business Representative.

ARTICLE NO. 16 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlements shall be as follows:

STEP 1: Any grievance by an employee shall first be taken up between such employee and the supervisor.

Time Limits:

- a. An employee shall submit a grievance within seven (7) working days of the incident.
- b. A Manager shall respond to the Step 1 grievance within seven (7) working days of receiving the grievance.

However, such employee will be entitled to representation by a Shop Steward or representative of the Local Union.

STEP 2: Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union or Shop Steward and the Department Manager and Human Resources. Such grievance shall be in writing and signed by the grieving employee.

Time Limits:

- a. The Union shall submit a Step 2 grievance within seven (7) working days of the Company's Step 1 response.
- b. A Manager shall respond to the Step 2 grievance within seven (7) working days of receiving the Union's submission.

STEP 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not the kind that is subject to Step 1 and 2 shall be reduced to writing and referred to and taken up between the Secretary or other bargaining representative of the Union and the Company's Director of Labour Relations or his/her authorized representative.

Time Limits:

- a. The Parties shall schedule a Step 3 meeting within fifteen (15) working days of the Company's Step 2 response.
- b. The Parties shall meet within thirty (30) calendar days of the Company's Step 2 response.

STEP 4: Failing settlement at Step 3, an application shall be filed with the Alberta Labour Relations Board seeking the assistance of an Arbitrator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the parties.

Time Limits:

- a. Either party shall provide written notice of the intention to go to Step 4 with thirty (30) calendar days from the date of the unsuccessful Step 3 meeting.

- b. By mutual consent, both parties may agree to the use of a grievance Mediator for all grievances not settled at Step 3 prior to application of Step 4. Costs of the grievance arbitration shall be shared equally between the parties.

Any and all time limits may be extended by mutual consent of both parties in writing.

STEP 5: Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and by the Company.

ARTICLE NO. 17 - SICK LEAVE

- (a) For all employees with one (1) year's service or more, paid sick leave shall be accumulated to a maximum of six (6) sick days per year. Sick leave is to be used for actual illness of employee or their eligible dependents. The Company reserves the right to require employees to provide a doctor's note verifying that an absence was caused by a medical situation. The Company will pay for a requested doctor's note.

Employees will be credited with three (3) sick days on January 1 and another three (3) sick days on July 1, each year, for a total of six (6) sick days per year. Sick days may not be carried over from year to year and any unused sick days will be paid out to the employee on the first payday in December each year at their straight time base hourly rate. If an employee abuses sick leave or demonstrates a pattern of abuse, such employee may be subject to discipline.

- (b) Where any absence, occasioned by sickness or accident is not covered for payment by either the sick benefit or compensation, employees shall draw on unused sick time so accumulated in the relevant credited period as set forth above;
- (c) Employees must collect funds from the Health and Welfare Plan, beyond Article 17 (a) and (b).

ARTICLE NO. 18 - HEALTH AND WELFARE PLAN

HOSPITAL INSURANCE - room accommodation - convalescent home	semi-private or equivalent out-of-country (emergency only) extra billing to maximum of 180 days disability
MAJOR MEDICAL INSURANCE - deductible - reimbursement - paramedical coverage - overall maximum	n/a 90% drugs - 100% others \$20.00/visit/practitioner \$300.00 maximum practitioner per year includes psychologist, podiatrist, chiropractor, osteopath, naturopath, physiotherapy, speech therapy & masseur unlimited
VISION CARE	\$250.00 every 24 months (every 12 months under the age of 18)

DENTAL INSURANCE - deductible - reimbursement - diagnostic & preventative - minor restorative - major restorative - orthodontic - maximum coverage allowed - diagnostic & preventative - minor restorative - major restorative - orthodontic (lifetime) - fee schedule	nil 100% 80% 50% 50% (dependant children under 18 only) \$1,500.00 per year \$1,500.00 per year \$1,500.00 per year \$1,500.00 per year current
ELIGIBILITY - maximum hours per week - waiting period	30 3 months
GROUP LIFE INSURANCE - amount of coverage - coverage at age 65 - termination age	\$30,000.00 50% retirement (any retired employee currently covered for Basic Life will need to be grandfathered)
ACCIDENTAL DEATH & DISMEMBERMENT	Same as group life
OPTIONAL DEPENDENT LIFE (employee paid)	\$10,000.00 spouse \$ 5,00.00 per child
OPTIONAL LIFE INSURANCE (employee paid)	units of \$25,000.00 Maximum \$100,000.00
OPTIONAL AD&D (employee paid)	units of \$25,000.00 Maximum \$250,000.00
WEEKLY INDEMNITY - amount of coverage - maximum duration of benefits - benefits commence	current EI to \$600.00 15 weeks accident - immediate illness - 7 calendar days hospital - immediate
LONG TERM DISABILITY - amount of coverage - qualifying period - integration - definition of total disability - all sources maximum - taxability - maximum benefit duration	60% to \$2,500.00 15 weeks primary CPP/WCB offset any occupation 85% taxable to age 65

1. The cost of the Plan shall be paid as follows:
Sixty percent (60%) by the Company, and
Forty percent (40%) by the participating member.

2. Coverage shall remain in force for the whole of any month whether or not the member remains in the employ of the Company for the whole of such month.

The Company reserves the right to change, modify or provide alternate insurance carriers, terminate contractual agreements, have benefits administered by a third party or other managed care delivery system or self-insure the Health and Welfare plan for employees covered under this Agreement as deemed appropriate by the Company in order to better manage costs and/or the level of service provided to employees. The Company will meet with the Union to present any such modifications. Any changes to the Health and Welfare plan will be comparable to what is offered currently to employees covered under this Collective Agreement.

ARTICLE NO. 19 - EMPLOYEE PENSION PLAN

Effective January 1, 2015 contributions on behalf of the employees will be made to the Teamsters Prairie Provincial Pension Plan (T4P) as follows:

January 1, 2015, the Company will contribute one dollar and twenty cents (\$1.20) per hour for all hours worked on behalf of all full-time employees who have completed their probationary period.

January 1, 2016 and hereafter, the Company will contribute one dollar and twenty-five cents (\$1.25) per hour for all hours worked on behalf of all full-time employees who have completed their probationary period.

January 1, 2017 and hereafter, the Company will contribute one dollar and thirty cents (\$1.30) per hour for all hours worked on behalf of all full-time employees who have completed their probationary period.

January 1, 2018 and hereafter, the Company will contribute one dollar and thirty-five cents (\$1.35) per hour for all hours worked on behalf of all full-time employees who have completed their probationary period.

January 1, 2019 and hereafter, the Company will contribute one dollar and forty cents (\$1.40) per hour for all hours worked on behalf of all full-time employees who have completed their probationary period.

ARTICLE NO. 20 - TERMINATION AND AMENDMENTS

- (a) This Agreement shall remain in full force and effect as of the first (1st) day of January 2016, and continue in full force and effect through the thirtieth (30th) day of September, 2019, and from year to year thereafter, as hereinafter provided. If the current O & M services contract between the City of Edmonton and the Company is renewed with the Company, this Collective Agreement will be extended to December 31, 2019 and from year to year thereafter, as herein provided.
- (b) If either party desires amendments effective in the next ensuing year, the party proposing such amendments shall give notice in writing to the other party; not less than sixty (60) days before the thirty-first (31st) day of December in any year.

SIGNED THIS _____ DAY OF _____, 2016

ON BEHALF OF THE COMPANY:
SUEZ Canada Waste Services Inc.
City of Edmonton Materials Recycling Facility

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Eva Martinez
Labour Relations Director

Shaun Quaghebeur
Business Agent

Phillipe Allouche
Division Manager

LETTER OF UNDERSTANDING # 1

BETWEEN: SUEZ CANADA WASTE SERVICES INC.
City of Edmonton Materials Recycling Facility

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: Temporary Workers

It is mutually agreed by both parties to minimize the usage of temporary labour at the MRF. To that end, the parties agree that temporary employees are required to manage the fluctuation of the business at the MRF. Effective upon the ratification of the new Collective Agreement between the two parties. It is agreed that:

- 1) The Company and the Union will meet quarterly starting April 2010, to review temporary staff usage and to put actions in place to minimize the use of temporary workers at the MRF.
- 2) The Company shall pay twenty dollars (\$20.00) per temporary employee that works fourteen (14) days in any given calendar month.
- 3) Beginning the end of July 2013, the Company shall pay twenty-five dollars (\$25.00) per temporary employee that works fourteen (14) days in any given calendar month.
- 4) Beginning the end of January 2014, the Company shall pay thirty dollars (\$30.00) per temporary employee that works fourteen (14) days in any given calendar month.
- 5) Beginning the end of January 2015, the Company shall pay thirty-five dollars (\$35.00) per temporary employee that works fourteen (14) days in any given calendar month.

SIGNED THIS _____ DAY OF _____, 2016

ON BEHALF OF THE COMPANY:
SUEZ Canada Waste Services Inc.
City of Edmonton Materials Recycling Facility

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Eva Martinez
Labour Relations Director

Shaun Quaghebeur
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Phillipe Allouche
Division Manager