

COLLECTIVE AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(OTTAWA HAULING)**

and



**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1338**

January 1, 2016 to December 31, 2018

LOCAL 1338 OFFICERS

President (Waste Management)
Gilles Regimbald

Vice-President (BFI)
Ron Bengner

Vice-President (Waste Management Services Inc.)
Donald Langford

Secretary-Treasurer
Ron Bengner

Chief Steward
Dale Perry

NEGOTIATION COMMITTEE

President – Gilles Regimbald
Roll Off – Tom Dobson
Commercial – Hal Hiscoe
Residential – Don Langford
Mechanics – Dan Saxe

UNION OFFICE:

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ARTICLE 1 - GENERAL PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees at the Westbrook Road Division, save and except supervisor, those above the rank of supervisor, office staff, students employed during the standard school vacation periods and casual employees hired to fill in on account of vacations, illness and absenteeism. If the Employer relocates any part of the present operations covered by this Agreement within the City of Ottawa, the Collective Agreement shall be applicable to the relocated operation(s).
- 2.02** The Employer will not make any written or verbal agreements with the employees which may conflict with the terms of this collective agreement.

ARTICLE 3 - CHECKOFF OF UNION DUES

3.01 Check off

The Employer shall deduct from every employee covered by this Agreement who has completed forty-five (45) worked days, any monthly dues in accordance with the Union constitution and/or by-laws, and owing by him to the Union.

3.02 Deductions

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

3.03 Employer Save Harmless

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

3.04 Union Membership

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

3.05 Crossing of Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line recognized by the Union. Failure to cross such a picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Notwithstanding, the parties may come to a mutual agreement in writing to allowing an employee to cross a picket line.

3.06 Correspondence to the Union

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Secretary of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Secretary of the Union. The Steward must sign for a copy of the correspondence.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union agrees it is the exclusive right of the Employer, 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, to determine types and amounts of equipment to be used, establish schedules, to judge the qualifications of employees and to maintain discipline and efficiency.

4.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise the grievance procedure as outlined in the Agreement.

4.03 The Union agrees that it is the right of the Employer to make, enforce and alter, from time to time, rules and regulations to be observed by the employee.

ARTICLE 5 - NEGOTIATING COMMITTEE

5.01 Negotiating Committee

The Union may elect or appoint not more than four (4) employees to be known as the Negotiating Committee. The Employer will recognize such Committee provided the employees on it have completed their probationary period under this Agreement and the Union notifies the Employer in writing of the names of such employees from time to time. The Union will endeavor to have a cross section of the employee group.

5.02 Permission to Leave Work

No employee who is a member of the Negotiating Committee shall leave his work to negotiate with the Employer without the prior consent of his immediate supervisor, such consent shall not be unreasonably withheld.

5.03 Assistance of a National Representative

The Negotiating Committee may have the assistance of a full-time representative of the Union at any Negotiating Committee meeting with the Employer.

5.04 Meetings of the Negotiating Committee

In the event either party wishes to call a meeting of the Committee, it shall submit in writing such request stating items to be discussed or negotiated. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

ARTICLE 6 - SENIORITY

6.01

a) Seniority shall mean length of continuous service with Waste Management of Canada Corporation. Notwithstanding such definition, the Employer agrees to recognize prior service of employees in the bargaining unit.

b) Seniority List

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

6.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) worked days. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, an employee shall be credited with forty-five (45) worked days' seniority.

6.03

a) No Loss of Seniority Rights

An employee shall not lose seniority rights if he is absent from work because of sickness, accident or leave of absence approved by the Employer.

b) Loss of Seniority Rights

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

i) voluntarily quits the employ of the Company; or

- ii) is discharged and such discharge is not reversed through grievance procedure; or
- iii) is absent from work without a legitimate reason for a period of three (3) working days; or
- iv) he fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address; or
- v) is laid off for a period equal to his seniority or twelve (12) months, whichever is lesser; or

6.04 No Transfer of Employees

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

Employees temporarily transferred or assigned shall continue to enjoy all the rights and benefits of the collective agreement, including the hourly rate of pay and overtime provisions.

ARTICLE 7 - JOB VACANCIES AND LAYOFFS

7.01 Job Posting

When a job becomes vacant or a new position created, the Employer will post up for a period of five (5) working days in all Divisions. The notice will contain the nature of the job, Line of Business, the basic qualifications required, the rate of pay and the hours of work. In the case of emergency, and a period of time not to exceed five (5) days, the Employer will not be required to post notice of vacancy and such vacancy can be filled by the Employer by appointment. Within five (5) working days of the date of appointment, the name of the successful applicant shall be posted on all bulletin boards in all Divisions covered by this Agreement.

7.02 Role of Seniority in Promotions & Transfers

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and providing he can demonstrate having the required qualification, skills and abilities to do the job in accordance with Article 7.01, after ten (10) working days of training. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one week of appointment.

7.03 Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority providing those remaining have the and qualifications to perform the available work. Employees shall be recalled in the order of their seniority providing they have the skill, ability, physical fitness and qualifications to perform the available work. No new employees will be hired until those laid off have been given an opportunity of re-employment providing those employees can perform the available work.

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

7.04 Continuation of Benefits

Employees laid off shall have their coverage under the Employee Group Benefits Plan continued in the month of layoff plus an additional six (6) months.

7.05 Pay on transfer-higher rated job

When an employee is assigned by the Employer to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for each hour that such work is performed. After a temporary assignment in a higher classification for over 2080 hours cumulative within a 24 month period, the employee shall permanently be paid the higher rate for that position unless he subsequently applies for and is successful in obtaining a position at a lower rate of pay.

7.06 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition

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

8.02

a) Stewards

Two (2) members of the bargaining unit shall be the appointed Stewards of the Local for the purpose of this Agreement. The Union shall notify the company in writing of the names of the Stewards.

b) Grievance Committee

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

8.03 Grievance Procedure

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

Step 1 - The aggrieved employee(s) shall submit the grievance to his steward.

Step 2 - If the Union steward considers the grievance to be justified, the employee(s) concerned, together with his steward, shall first seek to settle the dispute with the employee's immediate supervisor, within five (5) working days of the date of the alleged grievance occurrence.

Step 3 - Failing settlement being reached in Step 2, the employee(s) concerned together with his steward shall submit the matter to the Manager within three (3) working days after the disposition of the procedure in Step 2. The Manager shall convene a meeting with the Grievance Committee and the full-time representative of the Union within ten (10) working days of receipt of the grievance to discuss the matter. The Manager shall respond in writing, within five (5) working days of the meeting.

Step 4 - Failing a satisfactory settlement being reached at Step 3, the Union may, within ten (10) working days of receipt of the notice at Step 3, submit the matter to arbitration.

8.04 Grievances in Writing

Grievances and replies shall be in writing at all stages.

8.05 Facilities

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

8.06 Supplementary Agreements

Supplementary agreements, if any, shall be in writing and signed by both parties and shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure.

8.07 Employer and Union Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that step shall appropriately apply. However, subject to Section 8.04, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not be bypassed. Where a group of employees have the same grievance, such grievances may be filed as a group grievance at Step 3 of the Grievance Procedure.

8.08 Agreement Binding on Parties

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

ARTICLE 9 - ARBITRATION

9.01 Appointment

If the Employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five (5) working days thereafter, the other party shall nominate an Arbitrator and notify the other party. The two Arbitrators so nominated shall meet immediately and if within three (3) working days they fail to settle the grievance they shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson within a further period of two (2) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson unless extended by mutual consent. If the parties agree, a single arbitrator may be used.

9.02 Limits

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

9.03 No Right to Amend

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

9.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

9.05 Expenses

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

9.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

9.07 Amending of Time Limits

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

ARTICLE 10 - DISCHARGE

10.01 An employee may be disciplined or discharged but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of his Steward or Union executive member. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

10.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee except where new related information has become available to the Employer after the notice has been given. In such cases, the Union and the employee shall be notified promptly of the additional grounds.

10.03 Personnel Records

An employee shall have the right at any time during normal business hours, subject to operational considerations, to review his personnel record in the presence of an authorized representative of the Employer.

10.04 Adverse Report

Disciplinary actions that are life critical rule violations and traffic violations under the Highway Traffic Act will be removed from the employee's record after 18 months; other disciplinary actions will be removed from the employees record after 12 months.

ARTICLE 11 - HOURS OF WORK

11.01 Regular Hours

- a) Drivers' hours of work shall be forty-five (45) hours per week made up of five (5) nine (9) hour days Monday to Saturday. Drivers shall be entitled to overtime pay after forty-four (44) hours per week or nine (9) hours in a day, start time as defined in Letter of Understanding page 32.

Notwithstanding the above and Article 11.04, Drivers shall be entitled to overtime pay after forty-four (44) hours per week.

- b) Mechanics' normal hours of work shall be forty (40) hours per week. The workweek will be from Monday to Friday mechanics shall be entitled to overtime pay after forty (40) hours per week, or eight (8) hours per day, start time as defined in Letter of Understanding page 32.

The day shift for mechanics will be assigned on a weekly rotation basis. The rotation for Evening to Day shift shall continue, however day shift start time will be decided by mutual agreement among the mechanics, if no agree is reached seniority will prevail.

Mechanics hired subsequent to January 1, 2007 will be subject to a Monday to Saturday workweek. If the Company wishes to implement a Tuesday to Saturday shift, it will be offered to current employees by seniority.

- c) All other members of the bargaining unit shall work a forty (40) hour week consisting of five (5) eight (8) hour days, Monday to Friday all other members shall be entitled to overtime pay after forty (40) hours per week or eight (8) hours in a day, as defined in Letter of Understanding page 32.
- d) Notwithstanding the above hours of work may be modified by mutual agreement between the parties to suit operational or customer requirements.

11.02 Lunch Period

All employees shall be allowed one-half ($\frac{1}{2}$) hour off for lunch. In the event a truck breaks down, the junior qualified maintenance employee may be required to adjust his lunch schedule.

11.03 Rest Period

Employees shall be allowed to take a one-half ($\frac{1}{2}$) hour or two 15 minutes rest period in each shift.

11.04 Overtime

It is recognized that the Employer will from time to time require employees to perform overtime work. Time actually worked in excess of an employee's regularly scheduled work day or work week, according to 11.01, will be paid at time and one-half ($1 \frac{1}{2}$). If an insufficient number of senior employees are willing to accept such work, qualified junior employees shall be required to perform the work up to the maximum hours of work per day or week as below.

Notwithstanding the above, no employee shall be required to work in excess of eleven (11) hours in a work day, or fifty-five (55) hours in a work week.

11.05 Meal Allowance

When an employee is required to work more than two (2) hours following but consecutive with his regular shift, he shall be paid a meal allowance of thirteen (\$13.00) dollars. (Commencing on ratification).

11.06 Call-in Time

If an employee is called into work during his off hours, he shall be paid for four (4) hours work at straight time or time and one-half for all hours actually worked, whichever is the greater amount.

11.07 Standby Pay

Any employee required by the company to be on standby shall be paid three dollars fifty cents (\$3.50) per hour for all hours on standby, requested by the company.

11.08 Temporary Lay-Offs

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

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

11.10 No employee shall be required to work more hours per week than the hours set out in Part VII of the Employment Standards Act R.S.O.

11.11 Shift Premium

Employees shall receive two dollars (\$2.00) additional compensation per hour for all hours worked on the Night Shift only. (Any shift scheduled between 10:00 p.m. and 5:00 a.m.)

11.12 Time Off In Lieu of Overtime

An employee, at his option, may elect to be paid for all hours worked at the overtime premium or elect to take the equivalent time off in lieu of the overtime premium, in accordance with the following conditions:

- a) such time off must be requested in writing by the employee to his supervisor at least one (1) week in advance;
- b) such time off will be granted by the Company based on operational requirements;
- c) such time off may be accumulated to a maximum of two hundred hours (200) and then used or paid out prior to accumulating any more;
- d) such time off must be taken before December 31 of the year in which in the overtime was earned or the employee shall be paid for such overtime.

11.13 Absence From Work and Overtime

Notwithstanding the above, an employee shall not be denied his overtime pay, if he has received prior approval of the Employer to be absent, is absent on union leave or is absent due to illness that is verified to the satisfaction of the employer.

11.14 Sunday Work

If an employee is required to work on a Sundays he shall be entitled to double time his regular hourly rate of pay.

ARTICLE 12 - HOLIDAYS

12.01 List of Holidays

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

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

And any other holiday proclaimed by either the Federal, Provincial or Municipal Government.

If any of the above holidays fall on a Saturday or Sunday, the employees shall be entitled to the holiday pay or an alternative day off with pay at a mutually agreeable time.

All employees normally scheduled on 9 or 10 hour shifts as defined in Article 11, shall be entitled to 9 or 10 hours of holiday pay under this clause.

12.02 Absence From Work

An employee shall be entitled to holiday pay if he works his last working day before, his first scheduled working day after the holiday and on the holiday itself, if he is scheduled to work. An employee will not be denied holiday pay, if he has received prior approval of the Employer to be absent, is absent due to illness that is verified to the satisfaction of the

employer, or is laid off and has worked one (1) working day in the five (5) calendar days preceding and following the holiday.

12.03 Overtime on Holidays

If an employee is required to work on any of the said holidays, he shall be paid for the holiday plus time and one half his regular hourly rate of pay for all hours worked. Employees required to work on Saturday, due to the holiday, shall be paid time and one-half their regular hourly rate of pay for each Saturday.

ARTICLE 13 - VACATION

13.01 Length of Vacation

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

- a) Less than one (1) year service - according to Employment Standards Legislation.
- b) One (1) year service or more - two (2) weeks - 4% of total earnings.
- c) Five (5) years service - three (3) weeks - 6% of total earnings.
- d) Ten (10) years service or more - four (4) weeks - 8% of total earnings.
- e) Fifteen (15) years service or more - five (5) weeks - 10% of total earnings.
- f) Twenty (20) years service or more - six (6) weeks - 12% of total earnings.

13.02 Ontario Employment Standards Act

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

13.03 Vacation Pay on Termination

Employees with more than one (1) years service whose employment is terminated for any reason shall receive vacation pay on severance, proportionate to a number of vacation days earned to date and not used, in accordance with the foregoing. In the event of the death of an employee, his estate shall be credited with vacation pay determined as above.

13.04 Holidays During Vacation

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

13.05 Vacation Schedule

When preparing the annual vacation schedules, the Employer will, subject to its right to maintain a qualified working force, give preference as to vacation dates of employees based on length of service.

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

13.06 Vacation Pay

Where an employee gives not less than fourteen (14) days notice to the Employer. Earned vacation shall be paid out on the first pay in December. Vacation pay shall be paid by separate cheque.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Union Leave

Leave of absence without pay shall be granted upon the request to the Employer to not more than two (2) employees elected or appointed by the employees to represent the Union at Union functions subject to operational requirements. The leave will be granted to one employee for a maximum of ten (10) days per year and one employee an unlimited amount.

14.02 Bereavement Leave

In the event of a death in the immediate family of the employee covered by this Agreement, the Employer agrees to grant time off and to make up the employee's regular pay computed at his straight time rate for any absence up to five (5) days from his regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean father, mother, grandmother, grandfather, spouse, brother, sister, son, daughter, mother-in-law and father-in-law. An employee shall be granted three (3) day leave from his regularly scheduled work, with pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of foster parent, brother-in-law, sister-in-law, or any relative who has been residing in the same household. The bereaved employee may take an additional two (2) days leave, without pay, for the purposes of attending or making arrangements for the funeral if so requested.

14.03 Jury and Witness Duty

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

14.04 General Leave

The Employer will grant up to six (6) months leave of absence to an employee for personal reasons, having due regard to the operation of the Employer's business, provided such request is in writing and the reasons for requesting the leave are stated. Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave granted, the purpose of it, and the terms, if any on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discharge. A leave of absence under this paragraph may be extended for an additional six (6) month period if a request, in writing, for the extension is received by the Employer before the leave has expired and if the Employer and the Union mutually agree. The Union will be notified of all leaves of absence under this paragraph. Any leave of absence under this paragraph:

- i) shall be without pay and benefits; and
- ii) shall be without loss of seniority unless agreed to the contrary between the Employer and the employees or between the Employer and the Union.

14.05 Time Off for Voting

Employees who are qualified to vote shall, on election days, be allowed time off with pay, if necessary, for voting in accordance with the provisions of applicable Federal and Provincial laws and in accordance with any by-law of the Municipality in which an employee may reside.

ARTICLE 15 - WAGES

15.01 Payment of Wages

The Employer shall pay wage rates in accordance with Appendix A attached hereto and forming part of this Agreement. Employees shall be paid every second Thursday, by direct payroll deposit. On each pay day, employees shall be provided with an itemized statement of wages and deductions.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Employer and the Union agree to recognize an employer-union Health and Safety Committee which is composed of two (2) Union and two (2) Employer representatives, who shall hold meetings as requested by either party and at times mutually agreed by both parties, for the purpose of discussing and promoting safety, health and sanitary practices, and the observation and enforcement of safety rules.

16.02 The parties agree to be bound by the Occupational Health and Safety Act and its amendments.

16.03 Injury Pay Provision

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

16.04 In the case of an accident, the employee may request to have a Union Health and Safety Representative present at the accident site. Should the Employer decide to take any action against any employee resulting from any accident, he will do so within five (5) working days of the accident and will notify the Union within five (5) working days of the accident as well, unless the police report or insurance report or any other pertinent reports are not yet available in which case, the Employer will advise the Union of the circumstances still outstanding pending further investigation.

16.05 Fire Extinguisher

All garbage trucks will be equipped with a fire extinguisher and first aid kit which will be properly maintained.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

17.01 New benefit package as detailed in appendix "B" to start on January 1, 2011.

- Employer paid LTD.
- Members utilizing benefit at conversion to new plan shall not be adversely effected.
- Employee's shall be presented with full costing of Buy-Up Plan prior making enrollment election.

17.02 Workers' Compensation Premiums Payment

The Employer agrees to continue its contributions in accordance with 17.01a) above for such welfare coverage to employees absent due to injuries compensable under Workers' Compensation.

17.03 Individual Sick Days

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the WSIB Act.

Effective January 1, 2016, employees shall be entitled to one sick day leave per calendar year with pay.

Effective January 1, 2017, employees shall be entitled to two (2) sick days leave per calendar year with pay.

Effective January 1, 2018, employees shall be entitled to three (3) sick days leave per calendar year with pay.

Unused sick days shall be cashed out at year end.

17.04 Proof of Illness

An employee absent for three (3) or more days may be required to produce a medical certificate from a doctor, verifying that he was unable to perform the duties of his job and is fit to return to regular duties. The Company shall reimburse the employee for such medical certificate provided the certificate is acceptable to the Company and the employee provides proof of payment.

17.05 Advanced Payment Plan

Pending a settlement of an employee's claim for Short Term Disability, the employee shall continue to receive payment consistent with the Short Term Disability plan, subject to the necessary adjustments and subject to the employee signing a repayment agreement.

ARTICLE 18 - RETIREMENT SAVINGS PLAN

18.01 Employees' Retirement Savings Plan

In this Article, the terms used shall have the meanings as described:

The "Plan" means the Multi-Sector Pension Plan
"Applicable Wages" means the wages for all hours worked and in addition:

(i) the wages for all hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and

(v) All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit.

18.02 Commencing June 1, 2010 each Eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to the Plan.

18.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

18.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 18 .04 of the agreement include:

- (i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

- (ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To Be Provided Initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

- (iv) To be Provided Annually but no later than December 1
 - current complete address listing

18.05

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

ARTICLE 19 - CLOTHING ALLOWANCE

19.01 Uniforms

The Employer shall supply to all employees, the following, each year:

- 5 long sleeve tee-shirts
- 5 short sleeve tee-shirts
- 5 pair of pants
- 1 rain suit (as required)
- 1 – 5 in 1 winter jacket (summer jacket, winter vest, winter jacket)
- Leather-palmed gloves as required

Footwear shall be provided through a third party vendor designated by the Company up to the dollar values listed below. If the vendor is unable to supply the footwear on or before the designated date, the Employer agrees to reimburse employees for footwear purchased at alternate vendors.

- Summerwear - \$200.00 (by April 15)
- Winterwear - \$200.00 (by October 15)

In addition, Mechanics and Landfill employees are to receive one (1) snowsuit annually. Employees shall return their old snowsuits.

ARTICLE 20 - GENERAL

20.01 Competition

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

20.02 Bulletin Boards

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

20.03 Employer Rules

The Employer agrees to supply to each employee, or to post a copy of all Employer rules. Wherever possible, prior to implementation of an amendment to or a new Employer rule, the Employer shall present to the Union for discussion, any amendment to or a new Employer rule.

20.04 Copies of the Agreement

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

20.05 Tool Replacement

The Employer agrees to provide each maintenance employee with a tool allowance, through a third party vendor designated by the company up to the dollar values of six hundred and fifty dollars (\$650.00) annually. The Parties recognize this tool allowance is intended for the purchase tools used on the job.

20.06 Feminine Terms May Apply

Whenever the masculine, or feminine is used in this Agreement, it shall be considered as if the feminine or masculine has been used where the context of the party or parties hereto so requires.

20.07 Payment of Legal Fees

- a) That where an employee is charged with an offence under the Criminal Code, the Highway Traffic Act or other Statute, for an act done while performing his duties, said employee shall be responsible for his own defense including the retaining of legal counsel and in the event of his being acquitted of the charge, said employee may be reimbursed for such reasonable legal expenses incurred, up to a maximum of five hundred (\$500.00) dollars, provided that for the purposes of this sub-clause "acquitted" shall include the withdrawal of the relevant charge.
- b) Where an action or proceeding is brought against an employee which, in the opinion of the Employer, affects or might affect such employee and has arisen out of his employment, the Employer may pay such judgment, costs and reasonable legal expenses incurred by such employee as may be determined by the Employer.

20.08 Professional Fees and Licenses

The Employer shall pay licensing fees of mechanics that are required to have a Truck/Coach license and the General Automotive License.

20.09 Fire and Theft Insurance

The Company shall provide insurance covering mechanics tools and equipment on company premises. Each mechanic must provide a tool list to the Company specifying the tool and the replacement cost of each tool. Coverage will only apply in the instance of theft by forced entry and/or fire.

ARTICLE 21 - NOTICES

21.01 Notice by Registered Mail

Any notice required to be mailed to any employee is sufficient, if sent by registered mail to his last known address as reported to the Employer. Such notices are deemed to be received five (5) days following their mailing. Employees shall be responsible for notifying the Employer of any change of address.

ARTICLE 22 - WORK OF THE BARGAINING UNIT

22.01 Employees not in the Bargaining Unit

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

22.02 Change in Classification

When the duties or volume of work in any classification are significantly changed or increased or when any position not covered by the classifications in Appendix 1 is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 23 - TERM OF AGREEMENT

23.01 Effective Dates & Changes

This agreement shall continue in force from the 1st day of January 2016 until the 31st day of December 2018 and thereafter from year to year unless either party gives notice to the other not less than thirty (30) days or more than sixty (60) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to negotiate revisions thereof. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or renewed Agreement.

In witness whereof the parties hereto have executed this Agreement as of
the _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

APPENDIX A - WAGES

Classification	Jan. 1/15 Expiry	Jan. 1/16 2.5%	Jan. 1/17 2.5%	Jan. 1/18 2.5%
Front Load and Roll-Off Driver	\$26.07	\$26.72	\$27.39	\$28.07
Rear Load and Side Load Driver	\$24.54	\$25.15	\$25.78	\$26.43
Helper (formerly Commercial Loader)	\$24.77	\$25.39	\$26.02	\$26.67
Helper hired after January 1, 2007	\$21.85	\$22.40	\$22.96	\$23.53
<u>Maintenance</u>				
Licensed Mechanic	\$31.29	\$32.07	\$32.87	\$33.70
Unlicensed Mechanic	\$25.77	\$26.41	\$27.07	\$27.75
Licensed Welder	\$25.77	\$26.41	\$27.07	\$27.75
Container Delivery	\$25.77	\$26.41	\$27.07	\$27.75
Swing Driver	\$27.07	\$27.72	\$28.39	\$29.07

Swing Driver - driver able to drive (certified) for all Lines of Business, and flexible schedule based on LOB start times. Maximum of 4 positions to be posted. Temporary vacancies which are not subject to the posting provision shall be offered in order of seniority to qualified Swing Drivers.

The Lead Hand positions shall receive \$1.50/hr premium over respective rates for all hours worked. Driver Trainers shall receive a two (\$2.00) dollar per hour premium over respective driver rate while training.

Apprentice Mechanics:

- 1st year – 60% of licensed mechanic rate
- 2nd year – 70% of licensed mechanic rate
- 3rd year – 80% of licensed mechanic rate
- 4th year – 90% of licensed mechanic rate

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees at Westbrook Road Division save and except those excluded under Article 2.01 of the Collective Agreement.

The Employer agrees that all work or services now being performed by the members of the CUPE Local 1338 out of the Westbrook Road Division shall not be contracted, transferred, leased, assigned in whole or in part to any other plant, person or company within the City of Ottawa, unless the work or services are performed by members of CUPE Local 1338.

Signed in Ottawa, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

mb/cope 491
November 8, 2016

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Mandatory Overtime

Whereas the parties have had numerous grievances relating to mandatory overtime of employees at the end of their regular work shift; and

Whereas the parties desire to establish a formalized procedure to resolve all past and potential future issues related to overtime.

The parties therefore agree to the following procedure:

- (a) The Union recognizes that the Employer will from time to time require employees to perform overtime work. Therefore, employees shall be required to work overtime, that occurs and runs concurrent with the Employer's regular scheduled workday.

Except if an employee is unavailable to perform the overtime the employees shall be responsible to inform the Employer prior to the start of his regular shift unless circumstances arise during the course of the employee's day that require his immediate attention. In such case, the employee shall immediately inform the Employer of his unavailability to work overtime.

- (b) Employees notifying the Employer, in accordance with A, shall not be required to perform overtime in such cases, the overtime shall be offered to other qualified employees based on seniority.
- (c) Nothing in this Agreement shall obligate employees to work more hours per week than are set out in Part IV of the Employment Standards Act.
- (d) All outstanding matters and grievances related to the mandatory overtime issue are hereby resolved between the parties. The Employer agrees to remove any past discipline and reimburse employees for any lost time prior to the signing of this Agreement.

- (e) Should any conflict occur with the application or interpretation of this Agreement the parties shall meet in order to discuss the situation.

Signed in Ottawa, On, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Health and Welfare Benefits

Whereas; employees have the option to accumulate overtime hours in accordance with Article 11.13, and;

Whereas; employees accumulate vacation accordance with Article 13, and;

Whereas; employees have been denied or delayed entitlement to the Company sponsored Weekly Indemnity coverage from the benefit carrier as a result of having cashed out banked overtime and/or vacation.

Therefore; the Company agrees to insure that employees shall not be adversely affected regarding Weekly Indemnity entitlement resulting from cashing out earned vacation or banked overtime.

Signed in Ottawa, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Start Time

Start time by line of business:

LOB	Start Time
Commercial 1	5:00 am
Commercial 2	5:30 am
Industrial /roll off 1	5:30 am
Industrial /roll off 2	6:00 am
Industrial /roll off 3	8:30 am
Residential*	6:30 am
Mechanics – am -1	5:30 am
Mechanics – am - 2	6:00 am
Mechanics – pm – 1**	3:00 pm
Mechanics – pm - 2	4:00 pm
Container repairs	6:00 am
Truck wash	12:00 pm
Swing Driver	Flexible

* Includes container delivery.

** Includes tire technician

Signed in Ottawa, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Go Camera

The parties above agree that the Employer may introduce, as a pilot project, the use of video recording of drivers under the following conditions.

1. Any bargaining unit member who is to be video-taped must agree, in writing, to have themselves video-taped while performing regular duties. The written permission must be signed, and witnessed by a CUPE Local 1338 representative. There shall be no reprisals against any member who does not agree to be video-taped;
2. No surreptitious video recording is to occur on any member of Local 1338;
3. Video recording is to be used as a training tool only, must occur within plain sight of the person being taped, and cannot be used in any other matter, including but not limited to discipline of any member.
4. Video is to be reviewed by the persons directly involved in the recording only. All recorded video must be erased within leave (12) hours of its recording.
5. An individual may withdraw their consent to be video-taped at any time;
6. Either party may withdraw their agreement with thirty (30) days notice, but in no event shall this memorandum be extended past the date of expiry of the current collective agreement, including renewal period.

Signed in Ottawa, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

LETTER OF AGREEMENT

between

**WASTE MANAGEMENT OF CANADA CORPORATION
(Ottawa Hauling)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1338**

Re: Extra Hours of Work

Contingent on the employer obtaining "Hours of work and Averaging Hours" application, to which the union will sign upon request, the parties shall agree to the following;

This letter of Agreement does not alter the Collective Agreement and is subject to the terms of the Collective Agreement including, but not limited to, Articles 11.01, 11.04, and 11.11.

Nothing in this agreement shall obligate employees to work more hours per week than set out in Part VII, Ontario Employment Standards Act, 2000

- 1) Regular Work Day – The regular work day for employees shall continue to be 9 hours per day for the Drivers, 8 per day for Mechanical Staff and all other employees.
- 2) Extra Daily Hours – the Union consents on behalf of employees in the bargaining unit to allow them to work beyond their regular work day to the daily maximum in accordance with Article 11.04.
- 3) Extra Weekly Hours – The Union also consents on behalf of employees in the bargaining unit to allow them to work beyond 40 hours in a week, to a maximum of 55 hours in a week.
- 4) Scheduling – Scheduling of extra hours shall continue to be in accordance with the collective agreement.
- 5) This Letter of Agreement shall remain in effect until the expiry of the Collective Agreement, and may be renewed by mutual agreement.

Signed in Ottawa, this _____ day of _____, 2016.

FOR THE EMPLOYER

FOR THE UNION

:mb/cope 491
November 8, 2016

PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____, 2010.

B E T W E E N:

WASTE MANAGEMENT OF CANADA INC.
(the "Employer")

- AND -

MULTI-SECTOR PENSION PLAN
by its Trustees
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 1338 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 1st day of January, 2010 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only At Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender

ii) To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially And As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER:

MULTI-SECTOR PENSION PLAN, by its Trustees

:mb/cope 491
November 8, 2016

APPENDIX B – Benefits plan

	Base Plan	Buy-Up Plan
Operational Rules for Optional Coverages and Optional Buy-Up Plan	<p>Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.</p> <p>Any amounts of coverage subject to evidence of insurability do not take effect until the date approved in writing by the insurance company.</p>	<ol style="list-style-type: none"> 1. The employee has 31 days from the date eligible to elect enrollment in the Buy Up Plan. The member can only opt out of health and dental coverage with proof of spousal coverage. 2. The member is locked in the Plan until the earlier of an eligible lifestyle change or two enrollment cycles. 3. An eligible lifestyle change includes marriage/common law, divorce, birth/adoption of first child, death of dependent or loss of spousal coverage. 4. The annual open enrollment period will occur in August/September of each year and the employee can elect to change Plans by completing the necessary processes. Changes take effect each January 1. 5. Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.
Eligible Employees	Minimum of 30 hours per week.	Same as Base Plan

Waiting Period	First of the month following 3 months of continuous employment	Same as Base Plan
Dependent Definition		
<i>Spouse</i>	Legal or common-law, same or opposite sex	Same as Base Plan
<i>Child</i>	From birth to age 21 or 26 if a full-time student. Handicapped children are covered past the limiting age.	Same as Base Plan
Extension of Coverage	Illness - Continued during the period of illness. Maternity/Adoption and Parental Leaves - As required by law. Termination Notice/Severance - As required by law. Lay-Off, Leave of Absence - Up to 3 months following the end of the month in which the absence started.	Same as Base Plan
Basic Life Insurance		
Schedule of Coverage	\$25,000	Annual Earnings rounded to the next higher \$1,000.
Definition of Earnings	N/A	Base earnings as per the prevailing collective agreement
Non-Evidence Maximum	N/A	N/A
Overall Maximum	N/A	N/A
Waiver of Premium Provision	Included	Included
Conversion Privilege	Included	Included
Termination Age	Earlier of termination or retirement.	Same as Base Plan
Optional Employee Life Insurance		
Schedule of Coverage	Units of \$25,000	Same as Base Plan
Overall Maximum	\$250,000	
Waiver of Premium	Same as Basic Life	

Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included	
Termination Age	Earlier of age 65, retirement or termination of employment.	
Cost Sharing	100% Employee Paid	
Optional Dependent Life Insurance		
Schedule of Coverage	Spouse: Units of \$25,000 Each Child: \$5,000 or \$10,000	Same as Base Plan
Overall Maximum	Spouse - \$250,000	
Waiver of Premium	Same as Basic Life	
Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included for Spouse only.	
Termination Age	Earlier of Spouse's 65 th birthday, employee's retirement or termination of employment, or the date a dependent is no longer eligible.	
Cost Sharing	100% Employee Paid	
Dependent Life		
Spouse	See Optional Dependent Life	See Optional Dependent Life
Each Child		
Waiver of Premium		
Conversion Privilege		
Termination Age:		
Basic AD+D		
Amount of Coverage	Same as Basic Life	Same as Basic Life
Definition of Earnings	Same as Basic Life	Same as Basic Life
Maximums	Same as Basic Life	Same as Basic Life
Waiver of Premium	Same as Basic Life	Same as Basic Life
Loss Schedule		
<i>Life</i>	Principal Sum	Principal Sum
<i>Both Hands or feet</i>	Principal Sum	Principal Sum
<i>Sight of both eyes</i>	Principal Sum	Principal Sum
<i>One hand and one foot</i>	Principal Sum	Principal Sum

<i>One hand and sight of one eye</i>	Principal Sum	Principal Sum
<i>One foot and sight of one eye</i>	Principal Sum	Principal Sum
<i>Speech and hearing in both ears</i>	Principal Sum	Principal Sum
<i>One arm or one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>One hand or one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Sight, one eye</i>	2/3 Principal sum	2/3 Principal sum
<i>Speech</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing, both ears</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing in one ear</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Thumb and index finger</i>	1/3 Principal Sum	1/3 Principal Sum
<i>Four fingers on one hand</i>	1/3 Principal Sum	1/3 Principal Sum
<i>All toes on one foot</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Loss of use of both arms</i>	Principal Sum	Principal Sum
<i>Loss of use of both hands</i>	Principal Sum	Principal Sum
<i>Loss of use of both feet</i>	Principal Sum	Principal Sum
<i>Loss of use of one arm</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one hand</i>	2/3 Principal sum	2/3 Principal sum
<i>Loss of use of one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Paraplegia, hemiplegia, quadriplegia</i>	Principal Sum	Principal Sum
<i>Rehabilitation</i>	Maximum \$10,000	Maximum \$10,000
<i>Repatriation</i>	Maximum \$10,000	Maximum \$10,000
Coverage Termination	Same as Basic Life	Same as Basic Life
Optional AD&D		
Employee Only Plan	Units of \$25,000 to a maximum of \$250,000	Same as Base Plan
Employee and Family Plan	Spouse Only: 50% of Principal Sum Spouse and Children: 40% of Principal Sum for spouse and 10% of Principal Sum for each child Children Only: 15% of Principal Sum	
Waiver of Premium	Same as Basic AD+D	
Loss Schedule + Additional Provisions	Same as Basic AD+D	

Termination Age	Same as Basic AD+D	
Cost Sharing	100% Employee Paid	
Short Term Disability/Weekly Indemnity		
Schedule of Coverage	66.67% of earnings to prevailing E.I. maximum weekly benefit (\$447 in 2009). Taxable income.	66.67% of earnings; no weekly maximum benefit. Taxable income.
Elimination Period	Injury/hospitalization: None Sickness: 5 days	Same as Base Plan
Definition of Earnings	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
Benefit Duration	26 Weeks	Same as Base Plan
Definition of Disability	Wholly and continuously disabled by sickness or accidental bodily injury which prevents the person from working at his or her own occupation.	Same as Base Plan
Recurrent Disability Clause	Same or related cause - Within 2 weeks of having returned to work on a full time basis. 1 day for unrelated cause.	Same as Base Plan
Subrogation Clause	Included	Same as Base Plan
Benefit Payment Termination	Earlier of 26 weeks, recovery or death.	Same as Base Plan
Coverage Termination	Earlier of termination or retirement.	Same as Base Plan
Long Term Disability		
Schedule of Coverage	50% of Earnings to a \$2,000 maximum monthly benefit. Taxable or nontaxable (employee pays 100%).	66.7% of Earnings. Taxable or nontaxable (employee pays 100%).
Definition of Earnings	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
Non-Evidence Maximum	\$2,000	\$9,800
Overall Maximum	\$2,000	\$9,800
Elimination Period	26 Weeks	Same as Base Plan

Definition of Disability	Elimination Period plus 24 month own occupation, any occupation thereafter.	Same as Base Plan
Direct Benefit Offsets	CPP/QPP, WSIB, disability, retirement or unemployment benefits provided under any group insurance or pension plan or any other arrangement of coverage for individuals in a group.	Same as Base Plan
All Source Maximum	85% of gross (net if nontaxable) pre-disability Earnings	Same as Base Plan if payments are taxable or 85% of net pre-disability Earnings if payments are non-taxable.
	Disability benefits including dependent CPP/QPP disability benefits.	Same as Base Plan
Rehabilitation Program	Benefits reduced by 50% of rehab earnings and overall income are limited to 100% of pre-disability gross Earnings. Maximum period of 24 months	Same as Base Plan
Pre-Existing Conditions Exclusion	Applies as per current insurance contract.	Same as Base Plan
Exclusions + Limitations	No benefits are payable when:	No benefits are payable when:
	Disability is due to intentional self-inflicted injury or illness while sane or insane	Same as Base Plan
	Ceases to be under the care of a physician.	Same as Base Plan
	Disability is due to injury resulting directly or indirectly from insurrection, war, service in the armed forces or	Same as Base Plan

	any country or participation in a riot.	
	Disability due to cosmetic surgery or treatment, when determined as such by Manulife, unless such surgery or treatment is for accidental injuries and commenced within 90 days of the accident.	Same as Base Plan
	Working for wage or profit other than with the employer	Same as Base Plan
	During any period of leave, layoff or strike, except where prohibited by law	Same as Base Plan
	Payments end when:	Payments end when:
	Disability ends/Employee recovers/Employee Death	Same as Base Plan
	Manulife does not receive proof of disability as requested	Same as Base Plan
	Employee fails to take physical examination or mental evaluation, participate in appropriate rehabilitation program, complete and return a reimbursement agreement/direction form or comply with the terms of a signed reimbursement agreement/direction form as requested by Manulife	Same as Base Plan
Coverage Termination	Earlier of age 65 less the Elimination Period, recovery, death or retirement.	Same as Base Plan

Extended Health		
Deductible	\$25/\$50	None
Overall Maximum	Unlimited maximum	Same as Base Plan
Coinsurance Levels	80%	100%
Hospital (inside and outside Canada)	Semi-Private	Same as Base Plan
Convalescent Home	N/A	N/A
Nursing Home	Covered to a maximum of 180 days	Same as Base Plan
Rehab Centre	N/A	N/A
Prescription Drugs + Medicines -Items Covered by the Drug Card	<p>\$9.00 Dispensing Fee Cap</p> <p>Mandatory Generic Substitution</p> <p>Drugs available only by prescription when prescribed by a Physician or Dentist, and dispensed by a Pharmacist, Physician or Dentist</p> <p>Will meet RAMQ requirements</p>	Same as Base Plan
Prescription Drugs + Medicines -Items NOT Covered by the Drug Card	<p>Drugs and supplies of a non-prescription nature required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism.</p> <p>Will meet RAMQ requirements</p>	Same as Base Plan
Ambulance	Transportation by a licensed ground ambulance to and from a local hospital. Includes air ambulance.	Same as Base Plan
Lab Tests	Covered	Same as Base Plan
Ophthalmologist and Licensed Optometrist	Visual Motor Therapy - \$10 per 1/2 hour	Same as Base Plan

Orthopedic shoes	Orthopedic shoes, limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes.	Same as Base Plan
Orthotics	N/A	N/A
Medical Equipment	<p>Oxygen including the equipment necessary for administering oxygen.</p> <p>Wigs or hairpieces if required solely as a result of medical treatment or injury. \$500 LTM.</p> <p>Splints, trusses, braces, crutches, cast.</p> <p>Rental or purchase of a wheelchair, hospital bed or iron lung.</p>	Same as Base Plan.
Medical Supplies	Stump socks, limited to six pairs in a year, elastic support stockings, limited to 2 pairs in a year, traction appliances, spinal and abdominal medical supports, varco traction kits, belts and similar appliances, neck braces, cervical collars, ileostomy or colostomy kits,	Same as Base Plan.
Prosthetics	Artificial limbs or eyes and any other prosthetic device for a medical condition arrested by or corrected by surgery	Same as Base Plan.

Paramedical Practitioners		
<i>Acupuncturist</i>	N/A	N/A
<i>Audiologist</i>	N/A	N/A
<i>Dietician</i>	N/A	N/A
<i>Homeopath</i>	N/A	N/A
<i>Chiropractor</i>	\$300 CYM/per person. \$35/Year for x-rays.	Same as Base Plan.
<i>Podiatrist</i>	\$300 CYM/per person. \$200 CYM/per person for surgery by a Podiatrist	Same as Base Plan.
<i>Massage Therapist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Naturopath</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Osteopath</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Psychologist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Speech Therapist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Physiotherapist</i>	\$300 CYM/per person.	Same as Base Plan.
Private Duty Nursing	\$25,000 every three years	Same as Base Plan.
Radiotherapy and Coagulotherapy	Radiology and Blood transfusions covered	Same as Base Plan.
Accidental Dental	Dental treatment required as a direct result of accidental injury to natural teeth, provided it is rendered within 12 months of the accident, and the claimant's coverage as well as this plan are still in force.	Same as Base Plan.
Hearing Aids	Covered	Same as Base Plan.
Out of Province/Country Emergency	60 day absence maximum. Unlimited LTM.	Same as Base Plan.
Vision Care		
<i>Frames, Lenses & Contact Lenses</i>	\$250 every 24 months	Same as Base Plan

<i>Other Vision</i>	Contact lenses, or glasses, required after cataract surgery, limited to \$100 LTM per eye. Effective January 1, 2010 – One eye exam every 24 consecutive months.	Same as Base Plan
Coverage Termination	Earlier of termination of employment or retirement.	Same as Base Plan
Dental Care		
Deductible	\$25/\$50	Nil
Fee Guide	Current	Current
Coinsurance Levels		
<i>Diagnostic & Preventive Services (Type 1)</i>	100%	Same as Base Plan
<i>Minor (Basic) Restorative (Type 2)</i>	50%	80%
<i>Major Restorative (Type 3)</i>	50%	Same as Base Plan
<i>Orthodontic Services (Type 4)</i>	50%	Same as Base Plan
Maximums	All Types 1-3 Combined: \$1,500/CYM Orthodontia: \$1,500 LTM	All Types 1-3 Combined: \$2,000/CYM Orthodontia: \$2,000 LTM
Pre-Determination Level	\$300	Same as Base Plan
Diagnostic and Preventive Services –Type 1		
<i>Oral Exams</i>	• Oral examinations, once every 5 months.	Same as Base Plan
<i>X-Rays</i>	• Bitewing films, once every 5 months; • Full mouth series of films, once every 24 months;	Same as Base Plan
<i>Cleaning and Fluoride</i>	• Prophylaxis (light scaling and polishing of teeth) once every 5 months; • Topical application of an anticariogenic agent, once every 5 months.	Same as Base Plan

<i>Consultations</i>	Consultation required by the attending dentist.	Same as Base Plan
<i>Emergency or Palliative Services</i>	Necessary treatment for the relief of dental pain.	Same as Base Plan
Minor Restorative (Basic) Services – Type 2		
<i>Tests and Lab Exams</i>	Laboratory procedures if required in relation to dental surgery.	Same as Base Plan
<i>Space Maintainers</i>	Provision of space maintainers for missing primary teeth or of habit-breaking appliances.	Same as Base Plan
<i>Pit and Fissure Sealants</i>	Pit and fissure sealants	Same as Base Plan
<i>Fillings</i>	Amalgam, silicate, acrylic and composite restorations.	Same as Base Plan
<i>Extractions</i>	<ul style="list-style-type: none"> • Extractions (including extractions of impacted teeth); • Simple alveolectomy at the time of tooth extraction; • Removal of tumors, cysts, neoplasms; incision and drainage of an abscess. 	Same as Base Plan
<i>Endodontics</i>	Treatment of the diseases of the dental pulp (i.e. root canal therapy).	Same as Base Plan
<i>Periodontics</i>	Treatment of the tissues and bones supporting the teeth including surgery, provisional splinting and occlusal equilibration. Scaling limited to 6 units per year.	Same as Base Plan
<i>Surgery</i>	Diagnostic radiographs and general anesthetic if required in relation to dental surgery.	Same as Base Plan

<i>Injectible Drugs</i>	Injection of antibiotic drugs when prescribed by a dentist.	Same as Base Plan
<i>Repair of Bridges and Dentures</i>	Covered	Same as Base Plan
<i>Denture Reline and Rebase</i>	Covered	Same as Base Plan
<i>Anesthesia</i>	Covered	Same as Base Plan
Major Services – Type 3		
<i>Bridges</i>	<p>Creation of an initial bridge</p> <p>Replacement of, or an addition to, an existing bridge will be considered if one of the following circumstances occurs:</p> <ol style="list-style-type: none"> 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing bridge is at least 5 years old and cannot be made serviceable; 3. the existing bridge is temporary and is replaced with a permanent bridge within 12 months of when the temporary one was installed. 	Same as Base Plan
<i>Dentures</i>	<p>Creation of an initial denture.</p> <p>Replacement of or an addition to an existing denture will be considered if one of the following circumstances occurs:</p>	Same as Base Plan

	<ol style="list-style-type: none"> 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing denture is at least 5 years old and cannot be made serviceable; 3. the existing denture is temporary and is replaced with a permanent denture within 12 months of when the temporary one was installed. 	
<i>Inlays and Onlays</i>	Covered	Same as Base Plan
<i>Crowns</i>	Crowns, including gold and porcelain veneer restorations when other material is not suitable	Same as Base Plan
Orthodontic Services – Type 4	Treatment which has as its objective the correction of malocclusion of the teeth only for dependent children under age 18.	Same as Base Plan
Coverage Termination	Earlier of termination of employment or retirement	Same as Base Plan