

COLLECTIVE AGREEMENT

Between

NEWALTA

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NEWALTA CORPORATION

WINDSOR BRANCH

And



**TEAMSTERS
CANADA**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 879**

Expiry Date: January 26, 2014

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ARTICLE 1 – RECOGNITION

- 1.01 The company does hereby recognize the union as the exclusive Bargaining Agent for all employees of Newalta Corporation, working in and out of the City of Windsor, excluding supervisors, those persons above the rank of supervisor, office, sales and clerical staff.

ARTICLE 2 – PURPOSE

- 2.01 The general purpose of the Agreement is to secure for the Union, the Company and the employees the full benefits of orderly Collective Bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Union and the Company.
- 2.02 It is the purpose and intent of the Company and the Union in making this Collective Agreement to develop, maintain and improve relationships between the Company, the Union and the employees represented by the Union, by setting forth herein the terms of agreement relating to the rates of pay, hours of work and conditions of employment.
- 2.03 It is the mutual interest of the Company, the Union and the employees to maintain high standards of safety and environmental compliance, the maintenance and improvement of both the quality and quantity of service to our customers so that we may keep and improve our competitive position in the waste industry, recognizing that such improvement has been the constant basis of greater stability of employment, creating new employment and increased individual and general living standards.
- 2.04 Attaining these goals requires steady increases in productivity from all employees in maximizing the output of services. Improved methods contribute substantially to the productivity of individual performance. The Company, the Union and employees will continue to work towards the improvement of its productivity.
- 2.05 The masculine pronoun, whenever used in this agreement, shall include the feminine.

ARTICLE 3 – UNION SECURITY

- 3.01 It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the union.
- 3.02 Union Dues Authorization – All employees hired prior to the date of the signing of this agreement must, as a condition of their continued employment, authorize the company to deduct from their pay on the pay day the local union's dues deductions are made, an amount equal to the local union's monthly due for the duration of the agreement as their financial contribution to the local union.
- 3.03 Initiation Fee Deductions – All employees hired shall, as a condition of continued employment, authorize the company to deduct an amount equal to the local union's initiation fees in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The company agrees 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 at the same time the union dues are remitted.
- 3.04 The company agrees to check off initiation fees, regular monthly union dues and assessments in the amounts authorized in accordance with the Constitution and By-Laws of the International Union and the local union. The company agrees, for the duration of this agreement to deduct from the last pay cheque each month, the monthly dues of any employee covered by this agreement, and to remit such monies so deducted to the head office of the local union along with a list of the employees for whom the monies were deducted not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted. The check off list will include social insurance numbers and names. In the case of an employee on Worker's Compensation, the check off shall indicate that such employee was on W.C.B.
- 3.05 The company agrees to show the total amount of dues deducted for the year, on each employee's T4 Slip when issued.

ARTICLE 4 – DISCRIMINATION

- 4.01 No person shall be refused employment or in any manner, be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.
- 4.02 The representatives of the local union shall be allowed to enter the employer's premises to deal in the administration of this agreement, provided they do not interfere with the normal operation of the employer. The union representative shall announce his arrival to management prior to contacting any employee and shall comply with the appropriate facility

sign-in procedures and abide by all safety procedures, including wearing required personal protective equipment.

ARTICLE 5 – STEWARDS

- 5.01 The company acknowledges the right of the union to appoint or otherwise select from the membership, a steward committee composed of not more than two (2) stewards. The Union Stewards may appoint an alternate steward in their absence.
- 5.02 The committee and management shall meet quarterly or on an as needed basis to maintain a harmonious relationship between management and labour. The committee shall be paid at their straight time hourly rate for attendance at scheduled meetings held on the company premises. The union business representative may sit in on any and all such meetings. Notification of the union business representative shall be the responsibility of the committee person. **All** hours will be counted as straight time and not counted towards overtime as set out in Article 11.05.
- 5.03 The union agrees to notify the company in writing of the names of the members of the union committee and the effective date of their appointment before the company shall be required to recognize them.
- 5.04 If the union steward is absent from the company's employment because of illness or leave of absence, the company will recognize an alternate steward.
- 5.05 For the purpose of layoff, the steward shall be established on the seniority list as first man provided they have the necessary skills and qualifications. This will not apply to alternate stewards.
- 5.06 The union recognizes and agrees that stewards as well as other employees have regular duties to perform. Stewards will notify their department supervisor where they are respectively employed and shall be permitted during their working hours to attend to union business requirements including, but not limited to, dues, receipts, leaves of absence issues and discussions with the union and workers with complaints or grievances. Such time shall be recorded by the steward and paid by the Union at the employee's regular rate of pay.

This right is granted under the following conditions:

- (a) The time shall be devoted to the prompt handling of union business;
- (b) The time away shall be reported in accordance with the normal timekeeping methods;
- (c) The company reserves the right to limit such time if it deems the time so taken to be excessive;
- (d) The time must not interfere with normal business operations.

Stewards will be paid actual hours for labour/management meetings and will be paid eight (8) hours for each day of negotiations. All hours under this article will be paid at straight time and not counted towards overtime as set out in Article 11.05.

5.07 The employer will notify the union by registered mail, telegram or fax immediately upon the suspension or discharge of a steward. Failure of the employer to comply with this procedure shall render the dismissal or suspension null and void.

5.08 The company will provide a glass enclosed, locked bulletin board conspicuously placed for the exclusive use of the union.

ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

6.01 It is the mutual desire of the parties that any complaint or cause for dissatisfaction arising between an Employee and the Company or the Company and the Union, concerning the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.

6.02 Any employee who has any complaint or question shall first discuss this matter with their immediate supervisor. Their union steward shall accompany the employee when requested. The facts of the meeting shall be documented in writing, and signed by the parties, and provided to the Branch Manager or designate. If the employee's complaint has not been settled in five (5) working days after it has been lodged with his immediate supervisor, then the following steps of the grievance procedure may be invoked:

Step 1 The grievance of the employee shall be stated in writing on a standard form to be supplied by the union. The form shall be completed and signed by the employee making the complaint or question, and steward. The form will then be presented to the Branch Manager or designate who will answer the grievance in writing and return the form to the steward within five (5) working days of receipt.

- Step 2 If the grievance remains unsettled at the conclusion of Step 1, the grievance may be submitted to the Human Resources Department. Within five (5) working days of receiving the grievance, the Human Resources Department will set up a meeting at a mutually agreeable time with the union business representative to attempt to resolve the grievance. The Human Resources Representative shall give his/her decision in writing to the union within five (5) working days of this meeting.
- Step 3 If a satisfactory settlement of the grievance has not been reached after the procedure laid down in Article 6.01, either of the parties may refer the grievance to arbitration within thirty (30) working days following the decision rendered at Step 2.
- 6.02 (a) General Grievances - An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the union with the management of the company, or by a representative of the company with the union. Such grievance shall be lodged beginning with Step 2. Such general grievance shall not be lodged unless the grievance could not properly be preceded by an individual employee, and in any case the union and the company agree that a general grievance will not be used to circumvent any provision of the grievance procedure.
- 6.02 (b) Any time limits mentioned in this article may be extended by mutual agreement, in writing, where circumstances warrant.
- 6.03 Prior to proceeding to arbitration, any grievance may be submitted to a Joint Grievance Committee through mutual agreement between the parties.
- 6.04 It is mutually agreed that no grievance will be considered, the alleged circumstances of which originated or occurred more than three (3) working days prior to the original presentation, except in the case of a grievance regarding wages which shall have a time limit of one (1) full pay period after the issuance of pay. Likewise, all disciplinary action must be issued within five (5) of the employee's working days from the time the infraction became known to the immediate supervisor with a copy to the steward, otherwise the action will be considered null and void.
- 6.05 A grievance which has not been processed to the next step of the grievance procedure within five (5) days after the answer has been received, or a shorter period where such is stipulated, shall be deemed to have been withdrawn unless written notice to the contrary has been received.
- 6.06 (a) If the decision of management in Step 2 is not satisfactory to the union, they may, by serving written notice of appeal to the company within thirty (30) working days of the delivery of management's decision, appeal there from to an impartial arbitrator to be selected by the parties to the agreement. Should the parties fail to agree upon an arbitrator within ten (10) working days of receipt by the company of the notice of appeal, then

either party may request Human Resources Development Canada to appoint an impartial arbitrator. The decision of the impartial arbitrator shall be binding on both parties.

- 6.06 (b) Each of the parties hereto will bear jointly the expense and fee of the impartial arbitrator.
- 6.06 (c) The arbitrator shall not have jurisdiction to alter or change any of the provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this agreement. The arbitrator, however, in respect of a grievance penalty shall be entitled to modify such penalty, if in the opinion of the arbitrator it is just and equitable to do so.

ARTICLE 7 – STRIKES, LOCKOUTS AND PICKET LINES

- 7.01 During the term of this agreement, there shall be no lockout 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 employees.
- 7.02 It will not be considered a violation of this Agreement for employees to refuse to cross a legal picket line.
- 7.03 Similarly, the employer shall not be deemed to have contravened this agreement if a job or project is closed down by action beyond the employer's control.

ARTICLE 8 – SENIORITY, LAY-OFF AND RECALL

- 8.01 Employees hired after the date of ratification shall be considered probationary employees for a period of seventy (70) days worked.
- 8.02 After the completion of the seventy (70) days probation period an employee shall acquire seniority and their name shall be placed on the seniority list. The employee's seniority date shall be the first day worked for the company.
- 8.03 The company agrees to post, with a copy to the union, an updated seniority list every six (6) months.
- 8.04 Seniority shall mean the length of service with the company and the purpose of seniority is to provide a guideline governing lay-offs and recalls and the right to secure work.

8.05 In the event of lay-offs or recall, the employer shall consider:

- (1) The employee's seniority;
- (2) The qualifications of the employee.

Where the qualifications are relatively equal, seniority shall be the determining factor.

8.06 An employee's employment shall be terminated for any of the following reasons:

- (a) An employee voluntarily quits;
- (b) An employee is discharged for "just cause" and is not reinstated through the grievance procedure;
- (c) An employee is laid off and not recalled for a period of fifteen (15) months;
- (d) An employee fails to report to work following a lay-off within three (3) days after being notified to do so;
- (e) Overstaying a leave of absence without notifying the employer or without providing a valid reason satisfactory to the employer.

ARTICLE 9 – PROMOTION AND JOB POSTING

9.01 Persons occupying a job not covered by the terms of this collective agreement, but who previously acquired seniority in the bargaining unit, shall be given the right to transfer back to a job in the bargaining unit, within ninety (90) calendar days with full seniority.

9.02 Vacancies in regularly assigned jobs and newly created jobs shall be posted for three (3) working days (excluding weekends and holidays) on a company bulletin board accessible for all employees. Such bulletins will show the job title, job requirements, rate of pay and to whom the application should be directed, with a copy to the stewards.

9.03 In the event two (2) or more employees apply, the most senior applicant with the necessary qualifications (skill and ability) to perform the work shall be given the job.

ARTICLE 10 – SAFETY AND HEALTH

10.01 Working safely is the responsibility of all employees. The company shall continue to make reasonable provisions for the health and safety of all employees, including training, during their employment. The Union will co-operate with the Company in maintaining and promoting safe work practices.

10.02 Clothing and PPE – appropriate, approved personal protective equipment, suitable for the work performed and the nature of the hazard must be worn in order to eliminate or reduce the effect of the hazard. It is the responsibility of all employees to ensure that the proper personal safety equipment is worn.

a) The Company will provide proper and approved hardhats, safety eyewear, hearing protection, and rubber boots for employees wherever necessary and on an as needed basis.

b) Reasonably priced prescription safety glasses will be provided every twenty-four (24) months to full-time employees regularly required to wear prescription glasses in the performance of their duties. Appropriate permanently fitted safety side shields will be mandatory. The Company will determine the appropriate prescription safety eyewear selection and suppliers to be used.

c) The Company will provide a winter parka or coveralls as required. Employees must provide the current uniform items to the Supervisor when requesting for replacement prior to approval.

d) Work Boots

Employees will be provided up to two (2) pairs of CSA-approved, green-patched safety boots on an “as needed” basis per year at no cost to them. Safety footwear includes winter boots or leather boots. Employees must request authorization from their supervisor before they can acquire the safety shoes or boots. The Company will determine the appropriate footwear selection and suppliers to be used.

10.03 Committees

The Company and the Union shall maintain an Occupational Safety and Health Committee (the “Committee”) consisting of one (1) member selected or appointed by the Union and one (1) member appointed by the Company. The Company and the Union shall each appoint one (1) alternate Committee member.

10.04 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of applicable Industrial Health and Safety legislation, and:

- a) One (1) Union and one (1) Company representative shall make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- b) To investigate promptly all serious accidents and any unsafe conditions or practices reported to the Committee, as defined by the applicable Health and Safety Legislation. Such investigations shall include accidents, which might have caused injury to a worker whether or not such injury occurred.
- c) To hold regular monthly meetings, for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections and retain minutes of these meetings. Should there be a need to reschedule the monthly meeting, it will be held within 7 calendar days of the original meeting date, pending operational constraints.

10.05 Legislation

The Employer will not discipline an employee who is properly exercising his/her rights under Occupational Health and Safety legislation.

The Company agrees to observe the provisions of applicable Occupational Health and Safety legislation, as the minimum standards for Health and Safety.

10.06 The Company has the right to formulate and publish from time to time, rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment and clothing is issued to employees. Such rules and regulations shall not be inconsistent with the provisions of this agreement.

10.07 a) The parties agree that an air monitoring program should be put in place by the Company.

b) To ensure that health and safety of employees is maintained complete medical assessments will be implemented. These medicals will test for pulmonary function, hearing loss, vision and all appropriate testing relative to the materials being handled by individual employees. The Company will pay 100% of the cost of these medicals. The medical surveillance program shall commence upon notification of ratification. Employees will be notified in advance. Participation in the medical surveillance program is voluntary per legislation.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 The normal work week will be a seven (7) day period commencing 12:01 a.m. each Monday.
- 11.02 Nothing in this article shall be construed to mean a guarantee of hours per day or pay week.
- 11.03 All hours worked on a Sunday will be paid at double time (2X), notwithstanding any other provision of this article to the contrary.
- 11.04 Employees shall be allowed a fifteen (15) minute rest period approximately half way through each half shift and a five (5) minute wash-up period immediately prior to the end of the shift. Employees working overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period for each further two (2) hours of continuous work.
- 11.05 Overtime will be paid for all hours worked in excess of eight (8) per day or over forty (40) per week and for all hours worked on Saturday. For persons regularly classified as driver/operators, overtime will be paid for all hours worked in excess of ten (10) per day or over fifty (50) hours per week and for all hours worked on Saturday. There will be no pyramiding of overtime.
- 11.06 All overtime shall be paid at the rate of one and one-half (1 ½) times the employees rate of pay for the work in question.
- 11.07 Effective May, 2011, employees will be paid on a bi-weekly basis and shall receive their direct deposit pay stub in a sealed envelope. Any errors or omissions from the current pay will be adjusted on the next period's pay, provided that such does not constitute a major amount (eight (8) hours or more) of loss.
- 11.08 Part time employees can only be used when regular employees are not available or during periods when all regular employees are scheduled i.e. shut downs. Current part-time employees are exempted. If the Company uses persons from a temporary agency, they shall pay union dues.
- 11.09 Employees who report for work at their regular start time, who have not been notified at least two (2) hours prior to schedule shift start time, and who arrive and are unable to work, through no fault of their own, shall receive four (4) hours pay.

ARTICLE 12 – HEALTH AND WELFARE

12.01 The current group insurance plan benefits will remain in place for the duration of this collective agreement. If, during the term of this agreement, the Master Group Insurance Plan benefits for hourly employees are increased, employees covered by this agreement shall have their benefits increased accordingly.

Note: Dental coverage in a calendar year will be based on the ODA schedule, minus one year (i.e. in 2008, the 2007 fee schedule).

12.02 In the event of a lay-off, coverage for life insurance, medical and dental benefits remain through the month following the month in which the lay-off occurs. Coverage commences immediately upon recall to employment.

12.03 Prescription eyeglass coverage is Two Hundred Dollars (\$200.00) every twenty-four (24) months.

ARTICLE 13 - VACATIONS

13.01 The company agrees to post a list of vacation entitlements by department by January 15th of each year.

13.02 The company reserves the right to schedule vacations by department for those who do not request vacations or refuse to select a vacation period in accordance with their seniority.

13.03 Employees shall submit their requested vacation preferences by department by March 1st of each year on a form provided by the company listing three (3) vacation options in order of preference.

13.04 The company will review the forms and in the event that the company determines that the number of employees desiring vacation at any one time will interfere with its operations, it shall award the desired vacation time to competing employees in order of seniority.

13.05 The company will canvass those employees who were not granted vacation for their preferred periods. These employees will be canvassed in order of seniority and allowed to choose their vacation period.

13.06 The company will post the completed vacation schedule by department by April 15th of each year.

- 13.07 The company reserves the right to limit the number of consecutive weeks of vacation to be taken by any employee, to two (2) weeks, unless mutually agreed by the parties.
- 13.08 All vacation must be taken in the calendar year.
- 13.09 A vacation week is from Monday to Sunday.
- 13.10 Vacation entitlement and pay will be established for all regular employees as of the anniversary date of each respective employee, according to the following schedule:
- Less than one (1) year service – per Canada Labour Code;
- One (1) year but less than five (5) years service – two (2) weeks vacation and four percent (4%) of the employee's gross earnings;
- Five (5) years but less than ten (10) years service – three (3) weeks vacation and six percent (6%) of the employee's gross earnings;
- Ten (10) years but less than eighteen (18) years service – four (4) weeks vacation and eight percent (8%) of the employee's gross earnings;
- Eighteen (18) or more years service – five (5) weeks vacation and ten percent (10%) of the employee's gross earnings.
- 13.11 Vacation pay is calculated on each pay and will be paid out (as a net amount) each pay. The company will allow the employee a second bank account to deal with the vacation payout for direct deposit purposes. This transition will occur with one (1) month's notice to employees.
- 13.12 When a paid holiday falls during an employee's vacation period, the employee may be assigned the additional day of vacation in addition to receiving holiday pay.
- 13.13 On an as needed basis, employees may request and take vacation one day at a time as mutually agreed with their supervisor/manager. They will receive pay for this day with the regular pay deposit.

ARTICLE 14 - HOLIDAYS

14.01 The company will observe the following plant holidays:

New Year's Day	Family Day
Thanksgiving Day	Good Friday
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Floater - Two (2)
Civic Holiday	

14.02 In order to qualify for holiday pay, an employee must work his/her last regularly scheduled day preceding the holiday and his/her first scheduled day immediately following the holiday except if the employee was laid off, he must have worked within five (5) days of the holiday. Holiday pay illness must be substantiated by a satisfactory doctor's note (seen by doctor, was unfit for work, now fit to return).

14.03 Eligible employees shall receive eight (8) hours pay for each company recognized statutory holiday at the employee's regular rate of pay.

14.04 Any authorized work performed on any of the above named holidays shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay in addition to their holiday pay.

ARTICLE 15 – PENSION PLAN

15.01 The current pension plan will remain in place for the duration of this collective agreement. The maximum employee deduction and company match three percent (3.5%) will be mandatory.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 In the event of a death in the immediate family, i.e. mother, father, sister, brother, grandchildren, sister-in-law, brother-in-law, spouse, child, step-child, grandparents, step-parents, mother-in-law, father-in-law, an employee will be given the necessary time off work to attend the funeral and will be paid three (3) days pay, (five (5) days for spouse and/or child) provided that the period between the day of death and the funeral are working days. In the event of the death of an employee's grandparent-in-law, he shall be granted one (1) day off with pay. The company will grant a leave of absence without pay if the employee requires additional time off up to a maximum of one (1) week.

It is understood that the current spouse is defined as the spouse of this article.

- 16.02 If an employee is required to serve on jury duty or subpoenaed as a crown witness on a normal scheduled working day, the company agrees to pay, as a jury duty-crown witness pay, the equivalent of eight (8) hours pay at an employee's regular straight time rate, less the amount of jury duty-crown witness pay received for a maximum of ten (10) days.
- 16.03 Upon written application to the company stating their reasons for such request, a leave of absence, without pay may be granted to an employee without loss of seniority. Such leave of absence shall not be for the purpose of employment elsewhere or self-employment. The company will either grant or deny the request for leave, in writing, within seven (7) working days of the request being filed with the respective manager.

ARTICLE 17 -GENERAL

- 17.01 The company agrees to provide adequate lockers and lunch room facilities.
- 17.02 An employee who requires his driver's license to perform his regular duties and who loses such license will not be entitled to enjoy his seniority with respect to assignment of work in any department. Should work not be available, he will be laid off as unable to perform his regular duties.
- 17.03 In the event of legislation being enacted subsequent to the signing of this agreement invalidating the application of any article or appendix hereto, the relative section only of this agreement shall be nullified and the parties shall meet in an attempt to resolve the issue.
- 17.04 It is agreed that neither party to this agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this agreement.
- 17.05 All employee meetings will be paid at straight time and not count towards the forty (40) or fifty (50) hour (as applicable) overtime trigger.
- 17.06 Layover per diem will be \$50.

ARTICLE 18 – MANAGEMENT RIGHTS AND WORK RULES

- 18.01 The union acknowledges and agrees that it is the exclusive function and right of the company to generally manage the industrial enterprise or enterprises in which the company is from time to time engaged. Without limiting the generality of the foregoing, and subject to the express provisions of the agreement, management's rights shall include:

- a. the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline or discharge employees for cause, provided that a claim for discipline or discharge without just causes may be the subject matter of a grievance and dealt with as herein provided.
- b. The right to select, hire, discipline, discharge, assign to shifts, promote, demote, classify, layoff, recall, suspend employees, to select employees for positions excluded from the bargaining unit.
- c. The right to determine the location and operation of the company's plant and other facilities and their expansion; the curtailment of discontinuance of such plants and other facilities; the direction of the working forces; the services to be furnished; the products to be manufactured; the schedules or work; the number of shifts; the methods, processes and means of performing work; job content and qualifications; use of improved methods, machinery and equipment; quality and quantity standards; the qualifications of employees; overtime; the number of hours to be worked; starting and quitting times; financial policies, including general accounting procedures, prices of goods sold and customer relations. The union agrees that the above-enumerated matters are solely and exclusively the responsibility of the company subject to any express limitations set out in this agreement.
- d. The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the company.
- e. Management will continue to exercise its rights in a manner that is not inconsistent with this agreement.

ARTICLE 19 – DURATION

19.01 This agreement shall become effective January 27, 2011 and remain in effect until January 26, 2014 and shall continue from year to year thereafter unless either party gives notice of its intention to terminate or to seek amendments to the agreement within a period of not more than ninety (90) days prior to the date of expiry.

19.02 This agreement shall be binding upon the parties hereto, their successors, administrators, assigns and executors.

Dated this _____ day of _____, 2011.

FOR THE COMPANY

FOR THE UNION

ARTICLE 20 – WAGES AND CLASSIFICATIONS

WAGES AND CLASSIFICATIONS
EFFECTIVE ON THE DATE OF RATIFICATION

Classification	Jan 27, 2011	Jan 27, 2012	Jan 27, 2013
Maintenance Person	\$21.85	\$22.25	\$22.85
Driver/Operator 1	\$24.40	\$24.90	\$25.50
Driver/Operator 2	\$21.70	\$22.10	\$22.65
Waterblaster 1	\$22.75	\$23.20	\$23.80
Waterblaster 2	\$20.25	\$20.65	\$21.15
Senior Laboratory Technician	\$22.95	\$23.45	\$24.00
Laboratory Technician	\$20.25	\$20.65	\$21.20
Material Handler 1	\$22.45	\$22.90	\$23.50
Material Handler 2	\$20.20	\$20.60	\$21.10
Labourer (Transport/Facilitv)	\$16.85	\$17.20	\$17.60

General

Lead Hand - \$1.00 per hour premium
Laboratory Pack (off-site) - \$1.00 per hour premium
Trainer - \$1.00 per hour premium

LETTER OF UNDERSTANDING#1

Work Assignments

The company provides services to a multitude of customers and must provide prompt and responsive service to maintain its customer base.

The nature of the business is often based on last minute emergencies and therefore the work is sporadic at times.

Employees working in their department will have seniority taken into consideration when work is available in the department for which they have been trained and they are then capable of performing.

Should a problem occur, the parties agree to meet and make a good faith effort to address the problem to prevent future recurrences.

LETTER OF UNDERSTANDING#2

Bumping Procedure

Employees will be allowed to bump on a daily basis if no work is available in their department.

Senior employees choosing to bump must notify dispatch of their intention to exercise their seniority for the next week's dispatch. Employees can only bump the most junior position that they are qualified for and must bump within their own department first, before bumping into the other.

Once an employee exercises his right to bump he will not be available for dispatch within his own classification unless he is the last person qualified for the dispatch regardless of seniority.

Super-seniority under Article 5.05 is not applicable to the procedure outlined in this letter.

LETTER OF UNDERSTANDING#3

Weekend/Holiday Dispatch r _____

Weekend and Holiday work dispatch procedure is as follows:

1. The sign up sheet will be posted Monday and taken down at noon on Thursday, and posted at approximately 1:00 p.m. on Thursday;
2. The sign up sheet will include the people who have signed up and the people who do not wish to work;
3. The work will be offered to the persons who signed based on seniority, qualifications, and available hours;
4. The company has no obligation to consider employees who fail to sign the sign up sheet by noon on Thursday;
5. If there is still insufficient Employees to cover the work, then the procedure will be to call Employees according to seniority, qualifications, and available hours, bypassing those employees who have signed that they do not want to work;
6. Should there still be insufficient Employees to cover the work, all Employees will be called in reverse order of seniority until the workload is covered, provided they have the qualifications and available hours to perform the work;
7. Employees that have signed up as not available for work on the weekend or holidays will only be called in the event that they are required to perform work.

LETTER OF UNDERSTANDING #4

RE: Disciplinary Process

The union agrees that the company has the right to establish policies and work rules that are fair and consistent.

For the purpose of discipline, violations may result in the employee being subject to a progressive discipline system with penalties ranging from a verbal warning up to and including dismissal.

Major offences will be dealt with outside the progressive discipline system, being subject to penalties ranging from suspension up to discharge.

Progressive Discipline System

It will be applied with two streams – one for attendance related issues and a second for all other misdemeanours.

Steps:

1. Written #1
2. Written #2
3. 1 Day Suspension
4. 3 Day Suspension
5. 5 Day Suspension
6. Discharge

All attendance discipline will be removed after six (6) months clear of any attendance related discipline. **All** other discipline will be removed after twelve (12) months clear of any discipline.

IMPORTANT NOTE:

If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINNING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.

WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.

KNOW YOUR AGREEMENT: MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

ALWAYS

1. ATTEND YOUR UNION MEETINGS.
2. Help new employees become acquainted with the agreement.
3. If you leave the employ of the Company, contact your Local Union office for a withdrawal card.

"BE A GOOD UNION MEMBER"