

COLLECTIVE AGREEMENT

BETWEEN:

**CLEAN HARBORS CANADA INC.
(THOROLD FACILITY)**

AND:

**TEAMSTERS LOCAL UNION NO. 879
affiliated with the
International Brotherhood of Teamsters, of America**

March 1, 2020 – March 1, 2024

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THIS AGREEMENT entered into this ____ day of _____, 20__

BETWEEN:

CLEAN HARBORS CANADA INC.

THOROLD FACILITY

Hereinafter referred to as the "Company"

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 879

affiliated with the

International Brotherhood of Teamsters, of America

Hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE 1 – PURPOSE

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

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

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

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

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

There shall be no Union activity on Company time which will interfere with or impede work being performed.

There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to matters arising under this Agreement for all employees employed at Niagara facility, save and except Foremen, persons above the rank of Foremen, Office and Lab employees, Clerical and Sales Staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 2.02 The term "employee" and the word "employees" whenever used in this Agreement shall mean those persons included in the bargaining unit set forth in Article 2.01.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management. Without limiting the generality of the foregoing, management's rights shall include:
- (a) The right to maintain order, discipline and efficiency in connection therewith; to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discharge or otherwise discipline employees for just cause, provided that a claim of discipline or discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
 - (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees.

- (c) The right to determine the location and operations of the business and its expansion or curtailment, the direction of the working force, the services to be rendered, the schedule of service, the number of shifts, the methods, processes and means of service, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, overtime, and the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting time, are solely and exclusively the right of the Company.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.

ARTICLE 4 - UNION SECURITY

- 4.01 The Company agrees to deduct Union dues weekly and remit it monthly to the Local Union, or as mutually agreed by the parties, complete with the names and social insurance numbers during the life of the Collective Agreement on behalf of all the employees as defined by Article 2.02.

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees. The Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. The Union will refund directly to the employee any such monies deducted in error.

- 4.02 Any authorization to deduct union dues shall take effect as of the next regular deductions date after it has been received by the Company.
- 4.03 The Company agrees as a condition of employment to have new employees sign a card authorizing the Company to deduct Union dues and initiation fees, as prescribed by the Local Union.
- 4.04 In order that the Company may have definite instructions as to what amounts are to be deducted for the above purposes, it is agreed that the Union shall promptly notify the Company in writing over the signature of the Secretary Treasurer of the Local Union of the amount of the deduction to be made by the Company for Union dues and the Company shall have the

right to rely on such written notification until it receives other written notification from the Union signed with the same formality.

- 4.05 The Union shall indemnify and save harmless the Company, including its agents, and employees acting on behalf of the Company from any liability including any and all claims, demands, actions or causes of action arising out of or in any way connected with the deduction, collection or attempted collection, custody, accounting or remittance of such dues.
- 4.06 The Company shall show the yearly union dues deductions on employees' T4 slips.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization, or because of race, creed, colour, sex, age, marital status or national origin.
- 5.02 The Union agrees that it will not discriminate against or coerce any employee because of his membership or non-membership, his activity or his lack of activity in the Union or because of race, creed, colour, sex, national origin, age or marital status.
- 5.03 The Union will cooperate with the Company to eliminate any form of prohibited discrimination or harassment in the workplace or any disruptive, intimidating and/or violent behaviour. The Union will support Company policies in that regard.

ARTICLE 6 - PLANT VISITATIONS

- 6.01 If a Business Agent of the Union wishes to enter the Company's premises in the administration of this Agreement he shall request permission from the Company and such permission will not be unreasonably withheld. The Business Agent shall notify the Company and if permission is granted by the Company, the Business Agent may be accompanied by an official of the Company and the Business Agent shall not interfere with the work of the employees or the operation of the Company.

ARTICLE 7 - REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select a Chief Steward, and an alternate Steward from amongst employees in the bargaining unit.
- 7.02 For the purpose of this Agreement a Steward together with the officers of the Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility for the purpose of insuring that this agreement is faithfully carried out.
- 7.03 It shall be the Steward's duties to process grievances as outlined in this Collective Agreement. The Steward's duties shall in no way conflict with his duties to the Company and he shall be held responsible for the same quantity and quality of work as other employees. The parties hereto agree that the Steward occupies a position of leadership and responsibility as a Union official to see that this Agreement is faithfully carried out.
- 7.04 The Union will inform the Company in writing of the identity of the Chief Steward and the Steward. The Company shall not be obliged to recognize such personnel until it has been so informed.
- Stewards have regular duties to perform on behalf of the Company, and such persons shall not leave their regular duties without requesting and obtaining permission of their immediate supervisor, and such permission will not be unreasonably withheld. When resuming their regular duties, they shall report to their immediate supervisor and will give a reasonable explanation with respect to their absence, when requested to do so.
- 7.05 The Steward shall be paid his normal rate of pay for time reasonably spent during his regular working hours in processing a grievance at the appropriate step of the grievance procedure. This provision shall not apply to time spent in connection with grievances processed beyond Step 3 of the grievance procedure as outlined herein.
- 7.06 The Union shall notify the Company, in writing, of any changes in personnel of the Union executive before the Company shall be required to recognize them.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure, as herein set forth, shall serve as and constitute the sole and exclusive means to be utilized by the Griever for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in the Agreement, it shall be considered as including the arbitration procedure.
- 8.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his supervisor on duty an opportunity to adjust his complaint.

The employee shall discuss his complaint with the supervisor on duty within three (3) working days after the time circumstances upon which the grievance is based were known or should have been known by the Griever. The supervisor shall give an oral answer to the Griever within three (3) working days.

STEP NO. 1

Where a proper grievance is not settled at the verbal stage, the grievance shall be reduced in writing and presented to the immediate supervisor within three (3) working days. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated and the relief requested and shall be signed by the employee and countersigned by the Steward. A meeting will be held within five (5) working days between the Supervisor or his delegate, the employee concerned and the Steward. The decision of the Supervisor or his delegate shall be delivered to the Union in writing within five (5) working days after such meeting.

STEP NO. 2

Failing satisfactory settlement at Step No. 1, the Union may, within five (5) working days, request a second meeting to be held with the Technical Service General Manager. Such meeting will be held within fifteen (15) working days following receipt of the Union's request. The General Manager will provide the Union with a written decision within fifteen (15) working days after such meeting. It is understood that the General Manager or his delegate shall have such assistance as he may desire at the meeting.

Should a mutually satisfactory conclusion not be reached through the foregoing steps of the grievance procedure, the Union may within ten (10) working days from the second step decision but not thereafter, refer the matter to Arbitration as provided in Article 9 hereof.

- 8.04 In a case of a Union policy grievance, such grievance may be submitted to the General Manager in writing within three (3) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 8.05 a) A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance as required in Step No. 1 of the Grievance Procedure is lodged with the Management within three (3) working days of his discharge. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- b) Such grievances may be settled by confirming the Company's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by an Arbitrator.
- 8.06 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement, shall not again be made the subject matter of a complaint or grievance.

- 8.07 The time limits and other procedural requirements set out in Article 8 are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the Griever. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits shall be deemed to be abandoned.

No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The mandatory provisions of this Article 8 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

ARTICLE 9 - ARBITRATION

- 9.01 Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as set forth in Article 9.03. If no written request for arbitration is received within ten (10) working days after the decision under Step Number 2 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 9.02 Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits provided in the grievance procedure shall be deemed to have been abandoned, the time limits set forth in Articles 8 and 9 of this Agreement being mandatory and not merely directory. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure, such procedure being mandatory and not merely directory. Where no answer is given within the time limits specified in the grievance procedure, the griever shall be entitled to submit the grievance to the next step of the grievance procedure.
- 9.03 If the Company or the Union requests that a grievance, as above provided, be submitted to arbitration, the matter will be referred to a sole Arbitrator. The parties shall use the following Arbitrators in rotation. When an Arbitrator has heard a case his/her name shall be moved to the bottom of the rotation.

Chris Albertyn
Louisa Davie
Paula Knopf
Susan Stewart
Russell Goodfellow

Should an Arbitrator be unable to act within six (6) months, the parties will refer the matter to the next person in line and the Arbitrator's name shall maintain his position in the rotation.

- 9.04 a) The Arbitrator shall not have jurisdiction to amend nor add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provision of this Agreement.
- b) In the event that a grievance is submitted to arbitration on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- 9.05 Each of the parties hereto will jointly bear the fees and expenses of the Grievance Mediator and the fees and expenses of the sole Arbitrator.
- 9.06 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual written consent of the parties to this Agreement.
- 9.07 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 8.03. An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustments will be reduced by any employment income received by the grievor for the period applicable.
- 9.08 The arbitration award shall be binding on the parties to this Agreement and any employees involved.
- 9.09 The Arbitrator shall be empowered and obligated to consider all explanations and evidence pertaining to a disciplinary grievance, including explanations and evidence in support of the discipline, notwithstanding that such explanation or evidence might concern grounds for discipline which were not raised prior to the hearing.

However, the Union must be advised of all disciplinary action as per Article 10 of the Collective Agreement.

ARTICLE 10 - DISCIPLINE

- 10.01 During each employee's probationary period the Company has the right to alter the status of such employee without recourse on the part of the employee or the Union, and any such alteration shall not be made the subject of a grievance.
- 10.02 A seniority employee covered by this Agreement, when called into the Company's office for a discussion which may result in a disciplinary action may, upon his request, be accompanied by a Steward. It is the employee's responsibility to request the Steward to be present. This clause shall not apply where the Steward is not available when the employee is called into the Company office.
- 10.03 Copies of disciplinary correspondence shall be given to the employee involved and the Union Steward.
- 10.04 All disciplinary correspondence, except those involving suspension shall not be referred to after a period of twelve (12) months from the date of issuance of such discipline and thereafter shall not be relied upon by either party excepting as may be necessary for demonstrating a pattern of behaviour or for processing and handling of complaints or charges filed outside this Agreement. The Company will advise the employee of any discipline being taken. A copy of the disciplinary notice shall be given to the employee involved and the Union Steward.
- 10.05 Violation of company policies and procedures regarding driver logs, equipment inspection, driving citations and other similar offences will result in severe discipline.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

- 11.01 Neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, slow-down, or any suspension of, or stoppage of, or interference with work or production against the Company which shall in any way affect the operations of the Company, nor shall there

be any sympathy strikes or secondary boycotts, nor shall the Company engage in any lockout during the term of this Agreement.

- 11.02 The word "strike" and the word "lockout" as used in Articles 1.03 and 11.01 shall have the same meaning given to those words in the Canada Labour Code, Part 1, and Section 3 (1).

ARTICLE 12 - SENIORITY

- 12.01 Every employee hired by the Company hereafter shall serve a probationary period of ninety (90) days worked at the wage stipulated in this Agreement for his particular classification and shall be required to pay Union dues. During this probationary period, new employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such new employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, if satisfactory, he shall become a permanent employee and shall be paid at the rate of his classification. His seniority shall commence from the effective date of his appointment to the probationary staff.
- (a) The Company shall prepare a seniority list.
 - (b) The Company shall post a copy of this list and deliver a copy to the Union Hall. This list shall be updated every 6 months. At any time during regular office hours seniority information shall be available to the Union Steward upon request from the Production Supervisor.
- 12.02 An employee shall lose all seniority and his employment shall be deemed to have been terminated if he:
- (a) voluntarily quits the employ of the Company;
 - (b) is discharged and not reinstated through the grievance procedure;
 - (c) does not perform any work for the Company for a period equal to the lesser of his period of seniority or twelve (12) months;
 - (d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the Company have

been made for an extension of such leave. Such requests shall be in writing whenever possible to the Manager prior to the expiry of the originally authorized leave of absence.

- (e) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from extended layoff by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice;
- (g) fails to report for work for three (3) consecutive working days without a reason acceptable to the Company;

This clause shall not be interpreted as condoning any absence without permission.

- (h) refuses to consent to a Company requested scheduled physical examination.

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

12.04 An employee promoted to a position beyond the scope of this Agreement will retain the seniority he had at the time of such promotion but will not continue to accumulate seniority.

12.05 A person who is rehired after losing his seniority will, at the discretion of the Company, be a probationary employee.

12.06 a) In filling permanent job vacancies and in cases of promotion or of increase in the work force, the following factors will be considered.

- (i) Seniority
- (ii) Skill and qualifications
- (iii) Job performance and reliability

Where between employees the factors in (ii) and (iii) are relatively equal in the discretion of the Company, the senior qualified employee will be selected.

The Company will not exercise its discretion in an arbitrary or discriminatory manner.

- b) The Company agrees to post permanent job vacancies in the facility in which the vacancy occurs for five (5) working days. During the posting period the Company may temporarily fill the job as it deems proper. Selection shall be made in accordance with the provisions of Article 12.06 (a) above. Employees interested in the vacancy must make application during the posting period. Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy. If there are no suitable applications, the Company may fill the vacancy from any source.
- c) The Company agrees to make job descriptions available to employees upon request.

- 12.07 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority providing those remaining have the skill, ability, physical fitness 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/additional employees will be hired until those who are on layoff have been given an opportunity of re-employment provided they have the necessary qualifications for the available job.
- 12.08 In the event of a layoff, the Steward, during his term of office, shall be the last employee laid off and the first recalled; provided he has the skill, ability, physical fitness and qualifications to perform the available work.
- 12.09 Management agrees to review and inform the Union Stewards in advance of its actions involving decisions and circumstances regarding the promotion, layoff and/or recall of an employee as provided for in articles 12.06a) and 12.07.
- 12.10 The Company will pay separation pay on the basis of one (1) week of pay (40 hours) for each completed year of service to any employee effectively

terminated as a result of a reduction in the workforce. Total severance will be no less than a minimum of eight (8) days sixty-four (64) hours.

Separation pay under this article includes all statutory severance due by virtue of any applicable legislation.

An employee who receives the payment of separation under this article forfeits any further recall rights under the collective agreement and is terminated forthwith.

In the event of a complete closure of the business the Company will give the Union two (2) weeks' notice of such closure. The Company agrees to meet with the Union and discuss the complete closure. If such discussions do not take place the employees will be paid two (2) weeks pay in lieu thereof.

ARTICLE 13 - REPORTING AND CALL-IN ALLOWANCE

13.01 Reporting Allowance

An employee who properly reports for work as scheduled or as directed, unless he has been notified in advance by the end of his previous regular shift not to report, will receive at least four (4) hours at his straight time hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power or other utility breakdown, inclement weather, or any other causes, without limitation, beyond the control of the Company.

When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but not more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Company informed of his correct address and telephone number and the Company will not be liable for any payment unless such arrangements have been made.

13.02 Call-In Allowance

If an employee is called in by the Company on less than eight (8) hours notice for the performance of any work in addition to his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at

his straight time rate, or the applicable overtime rate for actual hours worked, whichever is the greater. If, however, such unscheduled work forms a continuous period with his regularly scheduled working hours, no minimum shall apply.

ARTICLE 14 - HOURS OF WORK

- 14.01 The provisions of this Article are for the purpose of computing hours of work and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 14.02 The work week shall consist of seven (7) consecutive days Monday to Sunday.
- 14.03 The Company may request employees to work beyond their regular hours of work and employees are expected to work as requested unless excused by Supervision. The Company will endeavour to provide as much advance notice as possible to employees when scheduling overtime.
- 14.04 a) For employees in non-driver classifications, all hours worked in excess of those prescribed by the Canada Labour Code shall be paid for at time and one half (1.5).
- b) For employees in driver classifications, all hours worked in excess of ten (10) hours per day or sixty (60) hours per week shall be paid at one and one-half times (1-1/2x) the employees regular hourly rate.
- c) The Company agrees to grant a meal allowance of fifteen dollars (\$15.00) to an employee who is required to work more than ten (10) hours a day and this amount will be added to the employee's cheque.
- It is understood that there will be no pyramiding of such allowance with the per diem allowance granted to employees who are required to travel on Company business.
- d) Employees who are required to travel on Company business and such travel requires the need for temporary accommodations, the Company agrees to pay a fifty-five dollar (\$55.00) per diem allowance for travel. The Company will also arrange appropriate accommodation.

- 14.05 All hours worked on Saturday shall be paid for at one and one half (1.5) times the regular hourly rate. All hours worked on the Sunday shall be paid for at two (2) times the hourly rate, provided the employee worked on the Saturday.
- 14.06 Overtime premiums shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime.
- 14.07 Employees shall be allowed a one-half (1/2) hour unpaid lunch break.
- 14.08 a) Employees shall receive a ten (10) minute rest period during the first half of their scheduled shift and a ten (10) minute rest period during the second half of their scheduled shift.
- b) The lunch break and rest periods will be at times designated by the supervisor.
- 14.09 Where an employee requests and obtains approval from his supervisor for an exchange of regular working hours with another employee, such hours worked by the employee so requesting will be paid at his straight time hourly rate.
- 14.10 A shift premium of seventy cents (\$0.70) per hour will be paid to all employees who perform work on the afternoon shift and ninety cents (\$0.90) per hour will be paid to all employees who perform work on the night shift. Shift premiums will be added to the rates after calculating overtime.
- 14.11 Each employee shall, if required, be granted a ten (10) minute wash-up period before the end of his working day, which shall be paid for at his straight-time hourly rate.
- 14.12 Employees required to lay over on a scheduled day of rest due to inclement weather, except when an employee has exceeded the hours of service as defined in the Highway Traffic Act or by Company Policy, shall be paid ten (10) hours at their straight-time hourly rate.
- 14.13 Drivers will be entitled to a minimum ten (10) hour consecutive rest period between runs when they are in home base.

- 14.14 Each full-time employee will receive their gross hourly rate for up to three (3) ten (10) hour days (30 hours) of absence due to sickness each calendar year. Employees will notify their supervisor and or coordinator as soon as possible if a sick day is to be used. Sick days if not used will be paid out the first pay period of the following year.

ARTICLE 15 - VACATION PAY

- 15.01 An employee shall receive vacation with pay on the following basis:

<u>Continuous Length of Service</u>	<u>Vacation</u>	<u>Percentage of Earnings in Applicable Period</u>
After one (1) year	2 weeks	4 percent
Over three (3) years	3 weeks	6 percent
Over ten (10) years	4 weeks	8 percent
Over twenty (20) years	5 weeks	10 percent

The vacation pay calculation for each week of vacation is to be based on 2% of gross earnings from the previous year's T-4 or one week's pay at the employee's straight time regular rate of pay, whichever is the greater.

However, the vacation pay of an employee who has been absent from work for more than a total of 13 weeks during the previous year, regardless of the reasons exclusive of vacation time, will be calculated as a percentage of earnings only.

- 15.02 An employee must take his vacation annually, between January 1st and December 31st. Vacation cannot be accumulated. Employees will normally take their vacation entitlement in one (1) week increments.
- 15.03 The Company will schedule vacations and will consider employee wishes based on seniority; however, the efficient operation of the Company's business will be the controlling factor.

On or about November 1st, the Company will ask each employee, by order of seniority, to indicate his vacation preference. Employees will not be allowed in the first round to take more than two (2) weeks during the period

of June, July and August. If there is still vacation time available during that period after the first round, the Company will conduct a subsequent round to offer the remaining available time to employees by order of seniority, during which employees will be allowed to exceed the two (2) weeks initial limit.

The allocation of vacation time shall be determined by the needs of the Company, but where in the Company's discretion its needs can be equally served by two (2) employees, the preference of the more senior employee shall apply.

The Company shall post the final schedule by December 15. Should there be a statutory holiday that falls any time during the period of the employee's schedule vacation, they are required to report to work on the first day of work following unless specifically authorized in writing by this supervisor.

- 15.04 If an employee's employment is terminated for any reason whatsoever, he will be paid unused vacation pay accrued to his credit in accordance with the Canada Labour Code.

ARTICLE 16 - STATUTORY HOLIDAYS

- 16.01 The following days shall be recognized as statutory holidays and employees who have acquired seniority will be paid for these holidays at the employee's regular straight time hourly rate:

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

The floating holiday is to be arranged through mutual agreement between the Company and the Union, if no agreement is reached, the Company shall schedule it.

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

- (a) if he does not work on such holiday when he has been scheduled to do so, or
- (b) if he has been absent on his scheduled working day immediately preceding or succeeding such holiday, without reasonable cause acceptable to the Company, or
- (c) if he has not been employed by the Company for at least sixty (60) working days, or
- (d) if he has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a holiday, or
- (e) if the holiday occurs while he is on a leave of absence.

16.03 An employee who is scheduled to work on the day of observance of one of the statutory holidays, and who works on such statutory holiday shall receive in addition to the holiday pay provided in Section 16.01, pay at the rate of time and one-half (1-1/2) his regular hourly wage rate for all hours worked on the statutory holiday.

ARTICLE 17 - BENEFITS

17.01 Group Benefits

Eligible employees will be covered under the Clean Harbors Canada group benefits program. The Union acknowledges the Company's right to modify coverage from time to time, at its sole discretion, provided that changes to coverage are the same as provided to non-union employees.

Employees will be deducted a contribution to the benefit costs as determined from time to time by the Company, at its sole discretion. The basis of this contribution shall be the same as with non-union employees.

As for public health plans, the Company will not be required to pay or to reimburse any sums other than what is required of employers under the Employer Health Tax Act.

17.02 The Union acknowledges the employment insurance reductions allowed to the Company by virtue of the existence of a short term disability plan shall

be retained by the Company for the provision of the benefits described in this article.

17.03 Retirement Vehicle

Upon ratification, eligible employees will have the opportunity to participate in the Company's Plan two (2) RRSP/DPSP that is administered company wide as per Plan rules. The Union acknowledges the Company's right to change any and all terms of the Plan at its sole discretion.

All new employees or members who have not participated in these plans will need to be employed for one continuous year before being eligible to participate in the GRRSP. Employer contributions will be vested after two (2) years of service.

This plan replaces all former retirement plans and is the only plan members can participate in, except for those who have elected to remain in the Tricil Plan.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 An employee who has completed his probationary period and who suffers the death of his spouse or child shall be granted up to four (4) consecutive working days leave of absence with pay provided bereavement days do not fall beyond the day after the day of funeral services. In the case of a death in his immediate family, the leave will be up to three (3) consecutive days with pay.

"Immediate family" for the purpose of this Article shall mean mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents.

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

An employee will not receive any Bereavement Leave pay when it duplicates pay received for any other reason.

Should an employee not be able to attend the funeral services of an immediate family member and provided they have not utilized three (3)

days of bereavement leave, they will be granted one day with pay that is not consecutive for the purposes of attending a memorial or other such service.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 The Company agrees to the posting of Union notices on a bulletin board. Such notices shall relate to appointments, Union meetings, Union elections and Union conventions, Union social and recreational affairs, provided that such notices shall be submitted to management for approval before being posted, and the Union shall not make any change in such notices thereafter. There shall be no distribution or posting by employees of pamphlets, advertising or political matters on the Company's premises.

ARTICLE 20 - HEALTH AND SAFETY

- 20.01 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment. The Union will cooperate with the Company in maintaining and promoting safe working practices.
- 20.02 If an employee meets with an industrial accident after starting work which incapacitates him from carrying out his duties, and is sent home by the attending physician, he shall be paid for the unworked portion of his shift at his straight time rate of pay exclusive of premiums, provided he is not receiving compensation pay for that day, and the Company shall supply his transportation to a hospital or doctor and thence to his residence if required.
- 20.03 a) The Company will provide and will keep proper supply of personal protective equipment for all employees. Failure to use all safety equipment as provided shall be cause for discipline up to and including discharge as per Company rules and regulations.
- b) The Company will provide employees with a selection of safety footwear that meet the C.S.A. green patch standards for safety shoes with metatarsal guards, which employees can obtain on a needs-basis at merchant stores designated by the Company at no cost to them. Employees must request authorization from their supervisors before they can acquire the safety shoes or boots.

c) The Company will provide a winter parka, vest and insulated coveralls on a need-basis.

20.04 Any medical examination required by the Employer shall be promptly complied with by all employees; provided however that the Employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they feel an injustice has been done any employee, have such employee re-examined at the Unions expense.

20.05 After an extended absence for health reason an employee must provide within ten (10) days appropriate information to the designated Medical Surveillance Doctor.

20.06 **Medical Examination**

When a medical examination is required by the Company the following conditions shall apply:

a) If an employee takes a medical examination during his working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

b) If the medical examination is taken after working hours the employee shall not be paid for the time involved but shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

c) In all cases, the employee's physician shall receive a copy of the medical report if requested.

20.07 It shall be the duty of any driver to report immediately to his direct supervisor any incident/accident involving a company vehicle or equipment, and any citation he receives. Failure to do so will constitute a terminable offense.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absence - General

The Company, in its sole discretion, may grant a leave of absence without pay for legitimate personal reasons on one (1) month's advance written request to the Manager clearly stating the reason(s) for the request and the proposed duration. Such advance written request may be waived in the case of emergencies.

21.02 Leave of Absence - Union

Subject to the requirements of the business, the Company will grant a leave of absence without pay to an employee who has completed at least one year of continuous service, for the purpose of attending a Union convention or conference, providing the Company is given one (1) month's notice in writing including reference to the purpose of such leave and its proposed duration, subject to the following conditions:

- a) A leave of absence shall not exceed a period of three (3) working days.
- b) The accumulated total of such absences granted in a calendar year shall not exceed five (5) days in the aggregate for all employees in the bargaining unit.

ARTICLE 22 - WAGES

22.01 The Company shall pay wage rates in accordance with the Appendix "A", attached hereto and forming part of this Agreement.

During the term of this Agreement, if the Company establishes any additional positions or job classifications that are not specified in Appendix "A" and come within the scope of this Collective Agreement, then the Company shall establish rates for such positions or classifications and will advise the Union of such rates prior to their implementation. Nothing herein shall prevent an employee from going through the grievance procedure to dispute the new rate.

The employer at its discretion may move with the appropriate advance notice to Employees to bi-weekly pay periods in line with the rest of the Company.

22.02 Temporary Transfer

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

22.03 Jury Duty

The Company shall grant a leave of absence to an employee who is required to serve as a juror or as a witness for the Crown. The Company will pay such an employee the difference between his normal straight time hourly earnings for days he would have worked and the payment he receives for jury service or as a crown witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay he received.

ARTICLE 23 - MISCELLANEOUS

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

ARTICLE 24 - DURATION

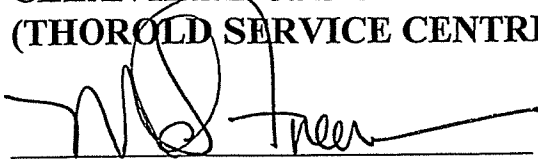
- 24.01 This Agreement shall continue in force from **March 1, 2020** until ~~March 1, 2024~~ ^{Feb 28} and thereafter from year to year unless either party give notice to the other not less than thirty (30) days and not more than the ninety (90) days prior to the expiry date thereof the party's intention to terminate this Agreement or to negotiate revisions thereto.

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

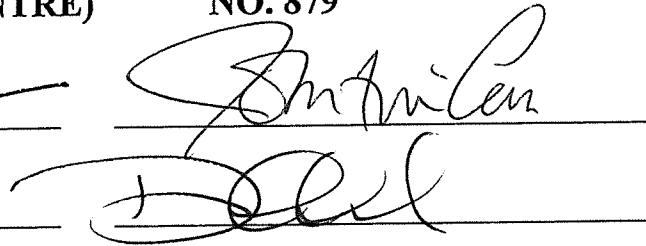
good faith and make every reasonable effort to consummate a revised or renewed Agreement.

Dated at HAMILTON this 9 day of MARCH, 2020.

For the Company
CLEAN HARBORS CANADA
(THOROLD SERVICE CENTRE)



For the Union
TEAMSTERS LOCAL UNION
NO. 879



/Copeu/343

APPENDIX "A"

CLASSIFICATIONS & HOURLY WAGE RATES

<u>JOB CLASSIFICATION</u>	Effective Current	Effective 3/1/2020	Effective 3/1/2021	Effective 3/1/2022	Effective 3/1/2023
Senior Tech/Driver	\$28.92	\$32.34	TBD	TBD	TBD
Tech/Driver II	\$27.26	N/C	N/C	N/C	N/C
Tech/Driver I	\$24.81	N/C	N/C	N/C	N/C
General Helper	\$21.09	N/C	N/C	N/C	N/C

All wage increases referred to in this agreement shall be applied at the start of the first pay period after the effective date stated in the Collective Bargaining Agreement.

1. The Probationary Rate shall be \$1.50 below the rate of the regular classified rate.
2. The Company will determine the appropriate classification of a new hire based on experience and qualifications. The employee will automatically progress to the next higher classification as follows:

During the term of this agreement in the 2nd, 3rd, and 4th years of the contract any wage increase given to the Chemist A position in the Mississauga Collective Agreement with IBT Local 419 shall also be given to the senior Tech/Driver in this contract.

Tech/Driver I to Tech/Driver II: after 2 full years in the Tech/Driver I Classification

Tech/Driver II to Senior Tech/Driver: after 2 full years in the Tech/Driver II Classification

LETTER OF UNDERSTANDING - 1

BETWEEN:

**CLEAN HARBORS CANADA INC.
(THOROLD FACILITY)**

- and -

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the
International Brotherhood of Teamsters

It is agreed and understood that this Letter of Understanding will form part and parcel of the Collective Agreement between the above-cited parties.

Letter 1 – Agency Workers

The Union recognizes that the nature of the business is such that temporary help is required from time to time and that the Company may use agency workers to fill these needs. However, the use of agency workers will be subject to the following guidelines:

1. The Company determines the nature of the work to be performed and length of time for which an agency worker is hired.
2. Agency workers will pay Union dues starting from the first day of employment with the Company and for the duration of their employment.
3. The Company will hire an agency worker as a regular bargaining unit employee after six (6) months of continuous employment if, during that period, the agency worker has worked an average number of hours in excess of 24 hours a week, or will terminate that worker.
4. Agency worker may be hired at the General Helper or higher rate.
5. Individuals hired as per above will be required to serve the probationary period provided in the collective agreement. However, if they have served as an agency worker for the equivalent of ninety days worked (720 hours worked), they will receive the full rate of their classification immediately upon hiring as a regular employee.
6. The general duties and responsibilities of the General Helper classification are outlined on the job description.
7. Once hired as General Helper, the Company will undertake to provide necessary training to allow them to progress to Operator II level. This training and classification progression will be completed within twelve (12) months of

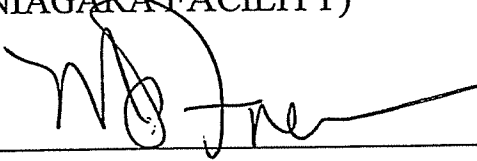
hire as a regular employee provided the employee is fully qualified to perform all essential requirements of the Operator II classification.

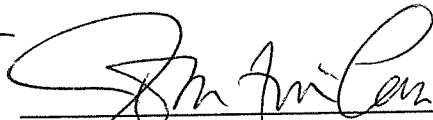
- 8. The period of continuous hours worked as an agency worker will be included in the time frame or training and progression.


Dated at HAMILTON, Ontario, this 9 day of MARCH 2020.

For the Company
CLEAN HARBORS CANADA INC.
(NIAGARA FACILITY)

For the Union
TEAMSTERS LOCAL UNION
NO. 879







LETTER OF UNDERSTANDING - 2

BETWEEN:

**CLEAN HARBORS CANADA INC.
(THOROLD FACILITY)**

- and -

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the
International Brotherhood of Teamsters

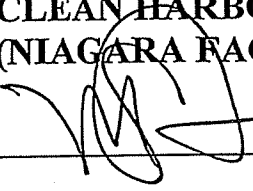
It is agreed and understood that this Letter of Understanding will form part and parcel of the Collective Agreement between the above-cited parties.

Letter 2 – Lead Hand

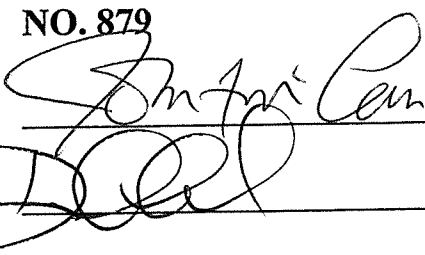
Employees who are assigned the duties of lead hand will be paid a premium of one dollar (\$1.00) an hour for each hour worked as a lead hand.

Dated at HAMILTON, Ontario, this 9 day of March 2020.

**For the Company
CLEAN HARBORS CANADA
(NIAGARA FACILITY)**



**For the Union
TEAMSTERS LOCAL UNION
NO. 879**



LETTER OF UNDERSTANDING - 3

BETWEEN:

**CLEAN HARBORS CANADA INC.
(THOROLD FACILITY)**

- and -

**TEAMSTERS LOCAL UNION NO. 879
Affiliated with the
International Brotherhood of Teamsters**

It is agreed and understood that this Letter of Understanding will form part and parcel of the Collective Agreement between the above-cited parties.

Letter 4 – High Haz Work

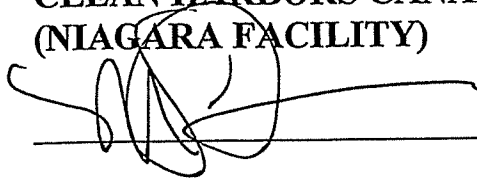
Qualified employees who are assigned to perform high haz work will be paid a premium for the appropriate job function for all hours performing the high haz work. This will include all hours required to prepare, mobilize, work on site and demobilize from the high haz job. Hours for non-high haz jobs done on the same run on the same day will be paid at the regular rate specified in Appendix A.

- High haz tech - \$2 per hr. premium
- High haz foreman - \$2.50 per hr. premium
- High haz foreman 1 - \$3.00 per hr. premium

NOTE: With regards to the movement of employees to the RRSP/DPSP Plan 2 the employees will be moved no later than the first full pay period following May 1, 2016.

Dated at HAMILTON, Ontario, this 9 day of MARCH 2020.

**For the Company
CLEAN HARBORS CANADA
(NIAGARA FACILITY)**



**For the Union
TEAMSTERS LOCAL UNION
NO. 879**

