



PROPOSED COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500**

AND

**EMTERRA (DRIVERS AND SWAMPERS)
dba Halton Recycling Ltd.**

March 26, 2014

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ARTICLE 1 – PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
1. To establish the terms and conditions of employment to apply to employees.
 2. To recognize the mutual value of joint discussions regarding matters pertaining to working conditions, employment and service.
 3. To encourage efficiency in operations.
 4. To provide for the best possible customer service and to maximize customer satisfaction.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Company retains all of the management rights and privileges that it enjoyed at common law prior to the Union's certification, except as those rights and privileges have been limited by the explicit provisions of this Agreement.

- 2.02 Not Discriminatory

The Company shall not exercise its management rights and privileges in an arbitrary, discriminatory or bad faith manner. Except as it relates to the employment of probationary employees, no employee shall be disciplined, terminated or suspended without just cause.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for those Company employees comprising the bargaining unit certified by the Manitoba Labour Board Certificate Number MLB 6953 which reads:

All employees employed as drivers and swampers of Halton Recycling Ltd. dba Emterra Environmental, in Winnipeg, Manitoba, excluding all Lease Operator Drivers, recycling employees, supervisors, fleet mechanics, office personnel, dispatchers, scale operators and those excluded by the Act.

- 3.02 Part-Time Employees

Part-time employees (i.e. those employees that are normally and regularly scheduled to work less than full-time hours) shall earn all of the benefits and perquisites of this

Agreement on a pro-rata basis, calculated as a percentage of the standard full-time hours that each such employee normally and regularly works at straight-time. When a part-time employee works extra hours (i.e. additional hours that are over and above the hours that the employee normally and regularly works), it shall not change the pro-rata calculation that applies under this article (3.02), unless the Company intends the extra hours to be permanently worked.

3.03 Casual Employees

Casual employees (i.e. employees who work on an irregular, intermittent, as needed, basis for less than twenty (20) hours per week) do not have seniority and are not eligible for the benefits and perquisites of this Agreement. They shall be paid vacation pay and statutory holiday pay in accordance with the Manitoba Employment Standards Act. Casual employees shall not be employed for longer than ninety (90) consecutive calendar days without a break in service, unless the Union agrees to extend the term of employment for any casual employee, which agreement shall not be unreasonably denied. It is not the Company's intention to replace regular employees with casual employees on a normal and regular basis.

3.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement which conflicts with the explicit terms of this Agreement.

3.05 No Discrimination

There shall be no discrimination against any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, or his or her membership in the Union or any other characteristic set out in the Manitoba Human Rights Code.

ARTICLE 4 - UNION SECURITY

4.01 New Employee Introduction

As soon as operationally possible after a newly hired employee commences work following (insert date of Union ratification), the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative.

4.02 Representative of Canadian Union of Public Employees

The Local Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Company. Such representatives who are seeking access to the Company's premises must obtain the Company's prior approval, which approval shall not be unreasonably denied provided there is no interference whatsoever with operations.

4.03 No Strikes or Lockouts

Neither the Union nor any of its members shall take part in, call for or encourage any strike, sympathy strike, secondary boycott, picketing, sit down, slowdowns, suspensions of or any other interference with work or production which will, in any way, negatively affect the operations of the Company. The Company agrees that it will not engage in any lockout during the term of this Agreement.

4.04 Copies of Collective Agreement

The Company shall post a copy of this Agreement on the Bulletin Board and place a copy of this Agreement in the employee lunch room so that it can be referred to by employees during their breaks from work. The Union shall be responsible for replacing the copies that are provided by the Company under this section (4.04), if these copies are removed or damaged.

4.05 All Employees to be Members

All employees shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union no later than after one (1) month of continuous employment.

4.06 Union Dues

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union's Constitution and Bylaws.

4.07 Deductions

Deductions under article 4.06 shall be made on each pay cheque and shall be forwarded to the Secretary Treasurer or designate of the 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 wages the deductions have been made.

4.08 Company Saved Harmless

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

ARTICLE 5 – HARASSMENT

5.01 The Union and the Company recognize the right of the employee to work in an environment free from harassment.

5.02 Harassment means:

- (a) Sexual Harassment: Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature that the alleged harasser knows or should know are unwelcome.
- (b) Bullying (i.e. threats, intimidation, coercion and/or physical abuse).

Nothing in this article (5.02) is to be interpreted or applied that limits or restricts in any way the Company's ability to direct the workforce and to discipline employees.

ARTICLE 6 – LABOUR MANAGEMENT

6.01 Labour Management Committee

The Labour Management Committee shall consist of two (2) employees elected or appointed by the Union and two (2) representatives appointed by the Company. At all times employee members of the Committee shall have the right to the assistance of a CUPE National Representative.

6.02 The committee shall meet at the request of either party at a mutually agreeable time and place. An agenda shall be prepared before the meeting and only agenda items shall be discussed, unless the parties mutually agree otherwise. Minutes shall be recorded.

6.03 Committee meetings will, whenever possible be held at times when the employee members would not otherwise be working. Employee members on the Committee who attend Committee meetings during times when they would otherwise be working at straight time, shall have their straight-time wages maintained by the Company. Employee members, who attend Committee meetings that are held when they would not otherwise be working at straight time, shall not be paid by the Company.

ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 Union Bargaining Committee

The Union may elect or appoint not more than three (3) employees to the Union's Bargaining Committee, for purposes of conducting collective bargaining with the Company at the expiry of this Agreement. The Company will recognize such Committee provided the employees on it have completed their probationary period under this Agreement.

7.02 Time spent by employee members of the Union Bargaining Committee shall be without pay.

7.03 Shop Stewards

The Company shall maintain the straight time wages of those Union shop stewards (and the applicable individual employee grievor) who attend grievance meetings directly with the Company (i.e. when the Company is in attendance) during times when the employees would otherwise be working at straight time. Grievance meetings will be held at times that are mutually agreeable, provided that such meetings will, whenever possible be held at times when the employees involved would not otherwise be working. Grievance meetings shall, whenever possible, be held at times when the employee members would not otherwise be working. Employees (including shop stewards) who attend grievance meetings that are held when they would not otherwise be working at straight-time, shall not be paid by the Company.

7.04 Permission to Leave Work

No employee who is a member of the Union's Bargaining Committee shall leave his work to carry on collective bargaining with the Company without the Company's approval, which approval shall not be unreasonably denied provided operational requirements permit the employee to be away.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Permission to Leave Work

Shop stewards will not leave their work during working hours except to attend grievance meetings with the Company under this Article (8) and with the Company's approval, which approval shall not be unreasonably denied provided operational requirements permit the employee to be away.

8.02 Definition of Grievance

For purposes of this Agreement, a "Grievance" is defined as any difference regarding the interpretation, application and operation of this Agreement, or any alleged violation of this Agreement, including any question as to whether a grievance can be arbitrated.

In order for a grievance to be processed under this article (8) or to be arbitrated under article 9, it must be presented to the Company within ten (10) calendar days of the incident giving rise to the grievance or within ten (10) calendar days from the date the employee(s) in question or the Union should reasonably have become aware of the incident giving rise to the grievance.

8.03 Grievance Procedure

An earnest effort shall be made to settle any grievance promptly in the following

manner:

Before a grievance is filed the aggrieved employee shall first discuss the subject matter of the grievance with his immediate exempt supervisor. The employee may have the assistance of a shop steward, if the employee so desires.

Step 1:

If no settlement is reached during the above informal discussion, the aggrieved employee, with the assistance of his shop steward if the employee so desires, shall present the grievance, to the employee's immediate exempt supervisor. The grievance must be presented to the Company at this Step, in writing and signed by the employee, within ten (10) calendar days of the incident giving rise to the grievance or within ten (10) calendar days from the date the employee or the Union should reasonably have become aware of the incident giving rise to the grievance. The Supervisor shall give his decision in writing within ten (10) calendar days following the presentation of the grievance to him.

Step 2:

Failing settlement being reached in Step 1, the grievance shall be submitted in writing to the Operations Manager, or designate, within ten (10) calendar days after disposition of the grievance in Step 1. The Operations Manager shall, within ten (10) calendar days of receipt of the grievance at Step 2, convene a meeting with the applicable shop steward and the applicable CUPE National Representative. Another Company representative at this meeting may join the Operations Manager. The Company shall reply to the grievance, in writing, within seven (7) calendar days of the meeting.

Step 3:

Failing a satisfactory settlement being reached in Step 2, the Union (or the Company where applicable) may, within ten (10) calendar days following its receipt of the reply at Step 2, submit the matter to arbitration in accordance with Article 9.01, by providing a written notice to the other party of its decision to do so.

8.04

Policy Grievance

- (a) Where a grievance involving a question of general application or interpretation occurs, or where a group of the employees have the same grievance, the Union may initiate the grievance at Step 2 of the grievance procedure. However, it is expressly understood that the provision of this section (8.04) may not be used to institute a complaint or grievance directly affecting an individual employee, whom such employee could himself institute, and Step 1 of the grievance procedure shall not be thereby bypassed.
- (b) Where the Company has a grievance, it shall present it to the Union at Step 2 of the Grievance procedure, in writing, and the Union shall reply to such grievance, in writing, within ten (10) calendar days of the Step 2 meeting.

- (c) A grievance claiming that an employee, other than a probationary employee, has been discharged without just cause shall be submitted at Step 2 of the Grievance procedure within ten (10) calendar days of the Company's discharge decision. Step 1 of the Grievance Procedure will be omitted in any such cases.

8.05 Grievance in Writing

Grievance and replies shall be in writing at all stages.

ARTICLE 9 - ARBITRATION

- 9.01 If a grievance is not resolved under the grievance procedure, then either party may submit the matter to a single arbitrator. The parties shall agree on the arbitrator to hear the matter within fourteen (14) calendar days following receipt by the responding party of the Notice to Arbitrate under Step 3 of the Grievance procedure.

Should the parties fail to so agree, either party may then request the Minister of Labour to appoint an arbitrator.

9.02 Limits

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties mutually agree otherwise.

9.03 No Right to Amend

The Arbitrator 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 submitted and processed under article 8.

9.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties

9.05 Expenses

The parties will each bear all their own costs in preparing for and presenting their arbitration case. The parties will jointly bear the fees and expenses of the Arbitrator.

9.06 Time Limits

The time limits set out in Article 8, Grievance Procedure, and this Article 9, Arbitration, are mandatory and may only be varied by the mutual written agreement of the parties, which agreement shall not be unreasonably denied.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.01 When an employee attends a meeting with the Company where discipline is to be imposed, the employee shall have the right to have a shop steward (or other Union representative if no shop steward is available) present, provided that the imposition of discipline is not unduly delayed. Every employee shall be informed, prior to the commencement of such disciplinary meeting, of his or her right to have a steward or representative present. When in the Company's opinion, the imposition of a discharge or suspension decision will be unduly delayed because a shop steward or Union representative is not immediately available to attend the disciplinary meeting, the Company may immediately suspend the employee without pay pending the disciplinary meeting which will be held as soon as possible thereafter when a shop steward or union representative is available.
- 10.02 An employee shall have the right at any time to review their personnel record after making an appointment with their Supervisor. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any adverse material contained in their personnel record, provided the Company reserves the right to charge the employee the cost of providing copies of such material.
- 10.03 **Removal of Prior Discipline**
- An employee may request in writing that any formal written record of previous discipline issued the Company be removed from his personnel file after twenty-four (24) months following the date that the record was placed on file, provided that no other disciplinary offense has occurred during that period. The Company will consider each such request on its individual merits and shall not unreasonably deny such requests in the case of prior discipline that is relatively minor in nature (for example and without limiting generality, the following examples are disciplinary infractions that are deemed not to be "relatively minor" in nature: theft, gross insubordination, harassment, dishonesty and breach of trust).

ARTICLE 11 - SENIORITY

- 11.01 (a) Seniority is defined as the length of continuous employment in the bargaining unit, including continuous employment with the Company prior to the date of certification.
- (b) Seniority shall be the determining factor for purposes of promotion transfer, demotion, and layoff and recall, subject to the provisions of this Agreement.
- (c) Employees, who are laid off, may use their seniority to bump a less senior

employee occupying a lower paying classification, as an alternative to going on the recall list, in accordance with the provisions of article 13.01(b).

- (d) For the purpose of replacing an employee temporarily absent from work, the Company shall have the right to assign or reassign any employee to replace such employee, without reference to seniority, on the first two (2) days of such absence.

The Company shall maintain a seniority list showing the date upon which each employee's continuous service commenced.

The seniority list shall be updated and two (2) copies furnished to the Union two (2) times per year in January and July.

11.03 Probation for New Hired Employee

A newly hired employee shall be on probation for the first seven hundred and twenty (720) straight time hours actually worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After successful completion of the probationary period, seniority shall be effective from the original date of employment.

The probationary period provides the Company with an opportunity to assess the probationary employee's suitability for continued employment. During the probationary period, the Company may terminate the employment of any probationary employee whom it finds unsuitable.

11.04 No Loss of Seniority Rights

- (a) An employee, who has successfully completed probation, shall not lose seniority rights when he is absent from work because of non-work related sickness or injury, provided the employee returns to work within six (6) months of commencing such absence unless the length of the employee's leave is extended pursuant to Manitoba Human Rights Code under article 18.07(b).
- (b) A regular full-time or regular part-time employee, who has successfully completed probation, shall not lose seniority rights when he is absent from work on an approved Workers Compensation wage loss claim, provided the employee returns to active employment pursuant to the provisions of article 49(3) of the Manitoba Workers Compensation Act.
- (c) An employee, who has successfully completed probation, shall not lose seniority rights when he is absent on an unpaid leave approved by the Company, provided the employee returns to work immediately following completion of the leave.
- (d) An employee, who has successfully completed probation, shall not lose

seniority rights when he is laid-off, provided that the employee is recalled to regular employment (not casual employment) within nine (9) months following such layoff.

11.05 Loss of Seniority Rights

An employee, who has successfully completed probation, shall lose his seniority and employment in the event:

- (a) He is discharged for just cause and not reinstated; or
- (b) He abandons his job; or
- (c) He is absent without leave (AWOL), unless it was impossible for him to report for work – contact with the Company as soon as possible; or
- (d) He resigns/retires; or
- (e) The employee takes employment, whether paid or unpaid, other than that declared and agreed upon when he applied for and received an approved leave of absence.
- (f) He fails to return to work as required by the Company following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. Employees who are working for another employer shall have up to seven (7) calendar days in which to report. It shall be the responsibility laid-off employees to keep the Company informed of their current address;
- (g) He is laid off for a period longer than nine (9) months.

11.06 Transfer Out of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. Employees who are transferred to a position outside the bargaining unit shall retain the seniority they had at the time of the transfer and such “frozen” seniority shall be reinstated coincidental with their return to the bargaining unit, provided he returns to the bargaining unit within twelve (12) months of being transferred out.

ARTICLE 12 - JOB POSTINGS

12.01 Job Postings

- (a) When the Company intends to fill a permanent full-time Company truck driver position in the bargaining unit, it shall post notice of such intention on the bulletin board for five (5) calendar days.

- (b) The first vacancy, if any, that is created among existing Company truck drivers when the above referenced position is filled, will be posted for a period of three (3) days only.

12.02 Information in Postings

Such vacancy notice shall contain the following information:

- (a) The qualifications, knowledge, skill and ability requirements established by the Company under this Agreement shall be bona fide and work related and shall not be established in an arbitrary, discriminatory or bad faith manner.

12.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Company.
- (b) That job opportunity should increase in proportion to length of service, all other things being relatively equal.
- (c) In filling posted vacancies, the Company shall select the senior employee applicant having the required qualifications, knowledge, skill and ability to perform the duties of the position.

12.04 Trial Period

The successful applicant for a posted vacancy shall serve a trial period in the new position during his first one hundred and twenty (120) straight time hours actually worked. The Company may curtail the trial period at any time if it finds the employee unsuitable in the new position. In the event the successful applicant proves unsuitable in the new position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position during the trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. In that eventuality, any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

- 12.05 (a) The Company has the right to expect that drivers have the skill and ability to operate their vehicles safely as a function of their required driver's license.
- (b) In order to be deemed qualified a driver must have a valid and appropriate license to operate the vehicle or equipment he/she can be expected to use in the performance of work, and/or the possession of such other ticket or certificate as the Company may require, including a driving record that is acceptable to the Company (per the driver's abstract).

ARTICLE 13 - LAY-OFF AND RECALL

13.01 Lay-offs

- (a) Both parties recognize that job security should increase in proportion to length of service, all other things being relatively equal.
- (b) In the event of a lay-off, employees shall be retained in employment, in order of seniority, provided the employees to be retained in employment have the qualifications, knowledge, skill and ability to perform the work that remains after the layoff.
- (c) No new employees will be hired until those laid-off have been given an opportunity of re-employment, in seniority order, provided the employees being recalled have the qualifications, knowledge, skill and ability to perform the work for which they are being recalled.

13.02 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.03 Advance Notice of Lay-off

The Company shall provide notice or pay in lieu thereof to those employees who are permanently laid off, in accordance with the provisions of the Manitoba Employment Standards Act. These employees are deemed terminated in all respects and they shall have no further rights under this Agreement.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

The normal straight-time workweek is defined as follows:

(a) Drivers:

Up to fifty (50) straight-time hours per week, made up of up to five (5) workdays, with the normal workday being defined as up to ten (10) straight-time hours, exclusive of an unpaid meal break of one-half (1/2) hour.

(b) Swampers:

Up to forty (40) hours per week, made up of up to five (5) workdays, with the normal workday being defined as up to eight (8) straight-time hours, exclusive of an unpaid meal break of one-half (1/2) hour.

- (c) Nothing in this Agreement represents a guarantee of work for any employee.
- (d) Employees who report for work at the request of the Company, other than work for which overtime rates are paid, shall be paid as follows, if the employee was not contacted before reporting and told not to report:
 - three (3) hours' pay at the employee's regular rate if the employee does not commence work in that day, except when the employee is impaired with the result that he is not competent to perform his duties.
 - A minimum of three (3) hours' pay at the employee's regular rate, if the employee actually commences work in that day, except when the employee is impaired with the result that he is not competent to perform his duties
- (e) Employees (drivers and swampers) must complete their entire assigned work each day without exception, unless they have the prior approval from the Operations Manager or designate to leave their work unfinished.
- (f) In recognition of the negative effects that can occur in the personal lives of employees when their normal workdays and normal shift lengths are unnecessarily varied, the Company will endeavour to minimize the changes it makes to the normal straight-time workweek in affect at any time under sections (a) and (b), provided that by so doing it continues to be best able to meet its operational requirements and customer service objectives, and provided further that it is practicable to limit such changes from a financial perspective. The Company will give employees and the Union as much notice as is operationally possible, when it changes their normal straight-time workweek.
- (g) Shift starting times shall be established by the Company so as to best meet its operational requirements and/or its customer service objectives. The Company shall notify employees as much notice of their shift starting times as is operationally possible (including changes in shift starting times), but not less than seventy-two (72) hours unless it is not practicable for the Company to do so because of circumstances beyond its control (for example: equipment break-down, weather, unusual or unexpected changes in workload). Provided operational requirements and/or customer service objectives permit, this minimum notice period may be extended, to a maximum seven (7) calendar days, for an employee who has a compelling personal reason (for example day care) that makes it prohibitive for that employee to report for work at the changed shift starting time. This additional notice is intended to provide opportunity for the employee to make alternate personal arrangements.

14.02

Paid Rest Periods

- (a) Employees, who actually work a straight-time shift comprising four (4) consecutive hours or more but less than ten (10) consecutive hours shall be

permitted one paid fifteen (15) minute rest period periods such shift.

- (b) Employees, who actually work a straight-time shift comprising ten (10) consecutive hours, shall be permitted two (2) paid fifteen (15) minute rest periods during their shift.
- (c) The Company reserves the right to established when rest breaks are to be taken under this article (14.02) so as to best meet its operational requirements and/or its customer service objectives.

14.03 Meal Breaks

- (a) Employees, who actually work a scheduled straight-time shift comprising more than five (5) consecutive hours, shall be permitted an unpaid meal break of one-half (1/2) an hour.
- (b) The Company reserves the right to established when meal breaks are to be taken under this article (14.03) so as to best meet its operational requirements and/or its customer service objectives.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

- (a) In order to be paid, overtime must be authorized in advance by the Company.
- (b) Drivers

All work performed by Drivers that exceeds ten (10) straight-time hours actually worked in any workday or which exceeds fifty (50) straight-time hours actually worked in any work week is considered to be overtime.

- (c) Swampers

All work performed by Swampers that exceeds eight (8) straight-time hours actually worked in any workday or which exceeds forty (40) straight-time hours actually worked in any work week is considered to be overtime.

15.02 Rate of Overtime

Overtime shall be paid at the rate of time and one-half (1.5X).

15.03 Meal Allowance

An employee required to work more than four (4) hours of overtime that is contiguous with the end of a scheduled shift shall be provided with a meal allowance

of ten dollars (\$10.00) or he shall be provided with a meal at the Company's discretion.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

- (a) A full-time employee, who has completed his initial probationary period, shall receive pay for the following general holidays equal to a regular day's pay (i.e. the applicable regular wage rate times (X) the applicable regular hours of work for a normal workday in the applicable pay period), subject to the eligibility requirements set out in article 16.02 below:

| | |
|----------------|------------------|
| New Year's Day | Canada Day |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |

and any other day proclaimed as a holiday by the Federal or Provincial Governments.

- (b) A Part-time employee (i.e. an employee who does not normally and regularly work full-time hours), who has completed his initial probationary period, shall receive pay for the above listed general holidays at the rate of five percent (5%) of the employee's total wages, excluding overtime wages, for the four (4) week period immediately preceding the holiday.
- (c) When one of the above listed general holidays falls during an employee's probationary period, the employee shall receive pay at the rate of five percent (5%) of the employee's total wages, excluding overtime wages, for the four (4) week period immediately preceding the holiday.

16.02 Absence from Work

- (a) An employee is not entitled to payment for the above listed holidays, if he does not actually work his last scheduled shift immediately preceding the holiday and his first scheduled shift following the holiday, without the Company's consent.
- (b) When the holiday falls on a day when the employee is required to work and the employee is absent on that day without the Company's consent, the employee shall not be eligible for payment on the holiday.
- (c) For purposes of subsections (a) and (b) of this article (16.02), the Company is deemed to have consented if the employee is on a leave to which he is

entitled or which he has been given by the Company, or because the employee is ill or injured with the result that the employee cannot work. In the case of employees on unpaid leave (including unpaid leave because the employee is ill or injured - proof of illness acceptable to the Company may be required), the employee shall be paid on the basis of the five percent (5%) formulae contained in of article 16.01(c).

- (d) Pay for general holidays that are not worked shall not be considered as time worked for purpose of determining whether overtime applies under article 16.01(a).

ARTICLE 17 - VACATIONS

- 17.01 Employees shall earn annual vacation and/or vacation pay in accordance with continuous service prior to the commencement of the vacation period as follows:

| Continuous Service | Vacation Time Off | Vacation pay |
|--|------------------------------------|--------------|
| One (1) year of completed continuous service or more | Eighty (80) hours | 4% |
| Five (5) years of completed continuous service or more | One hundred and twenty (120) hours | 6% |

- 17.02
- (a) The vacation time off entitlement for any employee who has not actually worked full-time hours in the previous year will be pro-rated based upon the number of hours normally and regularly worked. Time spent on paid leave approved by the Company, or on an approved Workers' Compensation wage loss claim for up to twelve (12) consecutive months, shall be considered as time actually worked for purposes of determining an employees current and future vacation time off entitlements.
- (b) All vacation time-off requests must be approved by the Company, subject to operational requirements.
- (c) With the exception of subsection (f) below, it is normally expected that employees, who have completed one (1) year of service shall take their annual vacation entitlements as time off, subject to operational requirements. This notwithstanding, any vacation entitlement that is not taken by the end of an employee's vacation year [i.e. the end of the twelve (12) consecutive month period following each anniversary date] will be paid out by the Company, or such unused vacation may be banked (vacation time off and applicable vacation pay) at the employee's option.

Banked vacations may only be taken at a time that is mutually agreeable to the Company and the employee involved. Any banked vacation that is not

taken by the end of next vacation year (the vacation year following the year in which the vacation should have been taken) will be then be paid out by the Company.

- (d) Employees shall be paid-out for any vacation pay that is outstanding (has not been taken) to their credit at the time their employment terminates, irrespective of reason.
- (e) Seniority shall apply in cases where the Company limits those employees who may be off on vacation at any one time and more employees than the Company is prepared to accommodate request to be off during that period (this does not mean that seniority may be used to bump an employee who has previously had a vacation request approved).
- (f) Effective in the 2015 calendar year (Jan. – Dec.), the Company shall allow one (1) employee at any one time to take extended vacation, without pay, in accordance with the following subsections:
 - (i) The length of any extended vacation shall be up to five (5) weeks.
 - (ii) Extended vacation shall consist of paid vacation time off (i.e. the employee's current paid vacation entitlement in the year in which the extended vacation is taken), plus unpaid vacation credits (i.e. vacation time off credits and vacation pay credits) banked from previous years.
 - (iii) In order to take extended vacation, an employee must forego (not take) some or all of their vacation entitlement (time-off and applicable vacation pay) in one or more previous vacation years, as necessary, to provide sufficient (banked) vacation credits (time off and pay) to cover their extended vacation leave.
 - (iv) Extended vacation leaves may only be taken with the Company's approval at a time when operational requirements best permit. The Company may in its sole discretion allow more than one (1) to be off on extended vacation at any one time.
 - (v) Any particular employee may only take extended vacation leave once during any seven (7) year period, unless the Company in its discretion reduces this limitation for all employees generally.
 - (vi) Requests to take extended vacations shall be dealt with by the Company on a first come first served basis.
 - (vii) Employees wishing to take extended vacation must make a written request to do so, in writing to the Company, sufficiently in advance so that they are able to bank unpaid vacation credits, as above, so that sufficient unpaid vacation credits are available in the year in which the extended vacation is taken.

(viii) The Company shall not rescind an employee's extended vacation under this section (f) after it has approved such vacation.

17.03 If a paid holiday falls or is observed during an employee's approved vacation time-off period, and the employee so requests, he shall be granted an additional vacation day off with pay. In such circumstances, the employee's vacation pay percentage shall be adjusted on a prorated basis to provide the requisite amount of pay for this additional day off, when taken. Such additional day off, shall be taken at a time that is mutually agreed upon between the employee and the Company; or the employee may, at his option, forgo such additional day off and be paid-out the requisite vacation pay amount.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Leave

Provided operational requirements and customer service objectives permit, leave of absence without pay shall be granted upon request to the Company to not more than three (3) employees elected or appointed by the employees to represent the Union at Union seminar and conventions or other functions. It is further understood at least two (2) weeks' notice in writing shall be given for any such leave.

18.02 Upon giving prior written notice to the Company, an employee who is appointed or elected to a full-time position with the Union, or is elected to a full-time position with the Canadian Labour Congress, Manitoba Federation of Labour or a Labour Council shall be granted leave of absence without pay or benefits but without loss or accrual of seniority. It is understood that the period of any such leave shall not be counted as service for any purpose under this Agreement (for example vacation) if and when the employee in question returns to active employment after such leave.

18.03 Bereavement Leave

(a) Leave of absence shall be granted in the case of death in an employee's immediate family, as listed below. The purpose of such leave is to make-up the employee's scheduled work time, which is lost as result of the death, so that the employee does not suffer a loss of the straight-time pay he would have otherwise earned. Bereavement leave under this article (18.03) shall end on the day of the funeral.

- Leave with pay will be granted on a maximum of three (3) previously scheduled work days following the death in the case of death of the employee's spouse (including a common-law spouse), son, daughter, parent, brother, sister, legal guardian, step-parent or step-child.

- One (1) day leave with pay shall be granted to employees on the day of the funeral in the case of death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent.

- (b) Provided operational requirements permit, where the funeral takes place outside in a location that requires additional travel time the employee may use vacation.

18.04 Time Off for Jury Duty

The Company shall grant employees time off without pay while they are on jury duty or subpoenaed as a Crown Witness. This notwithstanding, the Company will reimburse an employee straight-time pay that is lost, on a maximum of one (1) previously scheduled shift, while the employee is on jury duty or subpoenaed as a Crown Witness. Such reimbursement shall be the difference between the straight-time wages that the employee would have otherwise earned on the day in question and the amount the employee receives for such jury duty or witness fee. The employee will be required to show that they were on jury duty or acting as a Crown Witness and they will be required to establish the amount of money they received for such duty.

18.05 Personal Leave

Employees, who have completed their probation period, are eligible to apply for personal leave of absence without pay or benefits. Such requests must be made in writing and set out the reasons the leave is being requested. The Company may grant personal leave requests at its sole discretion. The Union will be notified of all leaves of absence under this article (18.05). Seniority shall be continued during personal leaves granted by the Company, but service for all current and future purposes under this Agreement (for example vacation) shall not be maintained.

18.06 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 bylaw of the Municipality in which an employee may reside.

18.07 Sick Leave: Non-Occupational Illness and Injury

- (a) The Company shall grant medical leave, without pay or benefits, to employees who suffer a non-occupational illness or injury in accordance with the following subsections.
- (b) The duration of any medical leave shall be as deemed reasonable by the Company in the circumstances, but shall not exceed six (6) consecutive calendar months [one hundred and eighty (180) consecutive calendar days],

unless a longer leave is required under the provisions of the Manitoba Human Rights Code.

- (c) To be eligible to receive medical leave, and/or to continue on a previously granted medical leave, an employee must, at his own expense, prove to the Company's satisfaction that he is unable to work as a result of his non-occupational illness or injury, if and when the employee is required by the Company to do so. This requirement may include, at the Company's option, that the employee undergo a independent medical evaluation (IME) performed by a doctor selected by the Company for such purpose. In cases where the Company requires the employee to undergo an (IME), the cost of such evaluation shall be borne by the Company.
- (d) Seniority shall be continued during medical leaves granted by the Company but service for all current and future purposes under this Agreement (for example vacation) shall not be maintained.
- (e) Subject to the provisions of the Manitoba Human Rights Code, the Company may terminate a previously granted medical leave at any time if it concludes that the employee in question is medically fit to work.
- (f) In cases where a Duty to Accommodate applies pursuant to the Manitoba Human Rights Code, the Company may terminate a previously granted medical leave when the employee in question cannot be accommodated without undue hardship to the Company.

ARTICLE 19 - PAYMENT OF WAGES

- 19.01 The Company shall pay wage rates in accordance with Schedule "A", attached hereto and forming part of this Agreement. Employees shall be paid bi-weekly by direct deposit. Employees shall be provided with an itemized statement of wages and deductions for each pay period.

ARTICLE 20 - EMPLOYEE BENEFITS

- 20.01 Employees who have completed six (6) consecutive months of employment with the Company and who are normally and regularly scheduled to work thirty-two (32) or more hours per week, shall be eligible for health and welfare benefits pursuant to this article (20).
- 20.02 The Company will arrange with a carrier(s) for the provision of group health and welfare benefits for eligible employees. Eligible employees shall be entitled to coverage for these benefits on the first (1st) day of the month following the month in which they complete six (6) consecutive months of employment. The Company shall pay fifty percent (50%) of the premium costs for such coverage for eligible

employees, provided that each eligible employee pays the remaining fifty percent (50%) by payroll deduction.

20.03 The contract(s) that the Company has entered into with the benefits carrier(s) shall apply in all respects regarding the provision of health and welfare benefits. Where there is a conflict between the information described in this article (20) and the carrier contract(s), the carrier contract(s) shall apply in all respects and take precedence.

20.04 The following is intended to provide information about the health and welfare benefits available under the Company's Group Benefit Plan. This information is not intended to take precedence over the actual benefits and/or coverage levels established pursuant to the carrier contract(s). Any disputes regarding eligibility for benefits pursuant to the carrier contract(s) is solely a matter between the insurer (the carrier and the employee - the Company does not have any liability whatsoever with regard to such disputes:

| | |
|--------------------------|---|
| Group life Insurance | 1X annual earnings rounded up to the next \$1000, maximum \$200,000 |
| AD&D | 1X annual earnings rounded up to the next \$1000 maximum \$200,000 |
| Extended Health Benefits | <ul style="list-style-type: none"> • 100% reimbursement for prescription drugs (least expensive generic drug) • Vision Care: eye exams once per calendar year performed by a certified ophthalmologist or optometrist • Professional (paramedical) Services (for example Chiropractor) - each particular service: 80% reimbursement, limit of 1 visit per day per practitioner, \$500 maximum for each particular paramedical service in each calendar year. |
| Dental Plan | <ul style="list-style-type: none"> • Level I – Basic Services: 80% reimbursement based upon the approved fee schedule • Level II – Supplementary Basic Services: 80% reimbursement based upon the approved fee schedule • Yearly Benefit Maximums: combined level I and Level II - \$1000 per calendar year |
| Long Term Disability | <ul style="list-style-type: none"> • Benefit Level: 66.7% of the first \$2250 of gross monthly earnings, plus (+) 40% of any excess amount of gross monthly earnings, to a maximum of \$4000. • Qualifying Period: 119 days |

20.05 Employees shall not be eligible for the health and welfare benefits under this article 23 when:

- i) their normal and regular schedule of work falls below thirty-two (32) hours per week, averaged over any twelve (12) consecutive week period the employee actually works (including paid leave, but excluding unpaid time off and layoffs)
- ii) They are unpaid leave,
- iii) They are laid off from their regular employment beyond the end of the month in which such layoff occurs,
- iv) They are on an approved Workers Compensation wage loss claim for longer than six (6) calendar months,
- v) They reach age sixty-five (65), unless applicable legislation prohibits this disqualification – applicable legislation and the carrier contract(s) will apply.

20.06 Provided the applicable carrier contract(s) permits, employees who would otherwise be eligible for health and welfare benefits under this article (20), may continue such benefit coverage when they are laid-off [during their nine (9) month seniority retention (recall) period only], or while they are unpaid leave (not LTD), or during periods spent on an approved Workers' Compensation wage loss claim provided the employee pays one hundred percent (100%) of the premium costs to maintain such coverage in advance.

ARTICLE 21 - HEALTH AND SAFETY

21.01 Cooperation on Safety

The Union and the Company shall cooperate in promoting workplace health and safety.

21.02 Compliance with Health and Safety Legislation

The Company shall comply with all of the provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.03 Joint Health and Safety Committee

- (a) A joint Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Company members. The Health and Safety Committee shall hold regular meetings in accordance with the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

- (b) Minutes shall be taken of all meetings and copies shall be sent to the Company and the Union in accordance with the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.
- (c) The Committee shall establish its own rules of procedure in accordance with the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.
- (d) The Committee has the right to accompany government health and safety inspectors on inspection tours in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.
- (e) Time spent by employee members of the Committee in the course of their Committee duties shall be paid in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.04 Committee Recommendations

The Committee has the authority to make recommendations to the Company in regard to health and Safety matters, including health and safety training that it believes that members of the Committee should receive and/or which it believes other employees should receive. The Company shall give due consideration to Committee recommendations in accordance with the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations, and shall inform the Committee as to the disposition of its recommendations.

21.05 Health and Safety Training

Members of the Health and Safety Committee shall receive training in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.06 Health and Safety Clothing and Equipment

The Company shall provide employees with health and safety clothing and protective equipment in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.07 Safety and Health Reports, Records and Data

The Company shall provide the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations, provided that such information does not violate the Manitoba Privacy Act.

21.08 Health and Safety Training

Members of the Health and Safety Committee shall receive training in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.09 Access to the Workplace

Members of the Health and Safety Committee shall conduct inspections of the worksite and accident investigations in accordance with and only as required by the applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations.

21.10 Right to Refuse or Stop Unsafe Work

The applicable provisions of the Manitoba Workplace Health and Safety Act and Regulations shall apply to the right of employees to refuse unsafe work.

21.11 Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received adequate familiarization and instruction.

21.12 Injury Pay Provisions

An employee who suffers a compensable injury at work 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/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

21.13 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a compensable work accident shall be at the expense of the Company.

21.14 First Aid Kits

A first aid kit shall be supplied by the Company

ARTICLE 22 – SAFETY FOOTWEAR

22.01 The Company will reimburse full-time Drivers, who have completed probation, at the rate of hundred percent (100%) of the cost of purchasing CSA approved safety footwear for use at work each year, to a maximum reimbursement by the Company of one hundred dollars (\$100.00) per employee, per calendar year (Jan. – Dec.). If

required by the Company, employees must provide the Company with a receipt proving that they purchased CSA approved footwear for use at work.

22.02 The Company will reimburse full-time Swampers, who have completed probation, at the rate of hundred percent (100%) of the cost of purchasing CSA approved safety footwear for use at work each year, to a maximum reimbursement by the Company of one hundred and fifty dollars (\$150.00) per employee, per calendar year (Jan. – Dec.). If required by the Company, employees must provide the Company with a receipt proving that they purchased CSA approved footwear for use at work.

22.03 Part-time employees, who have completed probation, (i.e. those that do not normally and regularly work full-time hours) shall receive a pro-rated safety footwear allowance, as applicable, based upon the percentage of regular full-time hours they normally and regularly work.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Accommodation

The Company will provide employees with a reasonable area where they may eat their meals. The Company will provide employees with lockers.

23.02 Bulletin Boards

The Company shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union, with the Company's prior approval, shall have the right to post notices of meetings and such other official Union notices as may be of interest to the employees.

ARTICLE 24 – CONTINUATION OF AGREEMENT

24.01 Continuation of Agreement

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

ARTICLE 25 – CORRESPONDENCE

25.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Company and the Secretary of the Union.

ARTICLE 26 – GENERAL

26.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require. Additionally, whenever the word "Company" is used herein, it shall be construed to refer to the Company.

26.02 National Safety Code

In order that the requirements of the National Safety Code are maintained, those Drivers who perform work as a professional driver of commercial vehicles outside of their employment with the Company, are required to keep the Company informed of the amount of "Driver Time" and "Duty Time" involved in such outside employment.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Agreement shall be in force and effect as at (insert date of Union ratification) to and including December 31, 2018 pursuant to the provisions of the Manitoba Labour Relations Act.

27.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new agreement.

LETTER OF UNDERSTANDING

Re: Employees Who Are Rear-Loader Capable Only

This Letter is appended to the Collective Agreement that expires December 31, 2018 and will expire with the expiry of that Agreement unless it is renewed by the parties.

(a) The following employees, who are rear-loader capable only as at (insert date of Union ratification), shall continue to be employed in this limited capacity provided the Company elects to have employees operate rear load trucks in the future.

- Sorensen, Richard
- Horvath, Preston

- Galbecka, Cordell
- Basarowich, Randy
- Turecky, Michael

- (b) Should the Company reduce the number of employees whom it assigns to operate rear load trucks in the future, skill and ability to best perform such work shall be the primary criteria when determining which employees are assigned – seniority being “tie breaker” when the skill and ability of two (2) or more of this group have relatively equal skill and ability to perform.
- (c) Any employee from among this group, who is no longer assigned to operate a rear load truck, because the Company no longer requires this limited capacity work to be performed by that employee, is required to meet the full requirements of the Driver classification as a condition of continued employment - the Layoff provisions of the Collective Agreement applying if such employee proves unable or unwilling to do so, subject to section (d) of this Letter. The Company will provide a reasonable amount remedial training and familiarization to affected employees in the Driver’s Classification, if and when this happens.
- (d) It is understood that the Provisions of the Manitoba Human Rights Act applies in the case of any employee listed above who is unable to perform the full duties of the normal Driver’s position as the result of a proven permanent disability that makes it impossible for him to do so, provided there is alternate work available that does not create an undue hardship for the Company and which does not violate any provision of the Collective Agreement.

Signed this _____ day of _____, 2014.

EMTERRA ENVIRONMENTAL

**CANADIAN UNION OF PUBLIC
EMPLOYEES , LOCAL 500**

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
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SCHEDULE "A" - WAGE RATES
Effective (February 19, 2014)

| Classifications | Effective Dates | | | | |
|--|-----------------|-------------|-------------|-------------|-------------|
| | On Ratification | Jan. 1 2015 | Jan. 1 2016 | Jan. 1 2017 | Jan. 1 2018 |
| Lead Hand Driver ⁽²⁾ | \$17.97 | \$18.41 | \$18.89 | \$19.27 | \$19.84 |
| Driver ⁽¹⁾ | \$16.96 | \$17.38 | \$17.83 | \$18.19 | \$18.74 |
| Driver Trainee (up to 12 months worked) ⁽³⁾ | \$13.65 | \$13.99 | \$14.41 | \$14.77 | \$15.21 |
| Utility Driver ⁽⁴⁾ | \$13.65 | \$13.99 | \$14.41 | \$14.77 | \$15.21 |
| Lead Hand Swamper | \$14.28 | \$14.61 | \$14.90 | \$15.20 | \$15.66 |
| Swamper | \$13.00 | \$13.30 | \$13.64 | \$13.98 | \$14.40 |
| Driver/Driver Trainer ⁽⁵⁾ | \$21.00 | \$21.64 | \$22.07 | \$22.52 | \$23.20 |

NOTES:

1. Employees shall be paid the rate for the classification in which they are actually working.
2. Employees in the Driver and Lead Hand Driver classifications must have and maintain, as a condition of employment, a valid Class 3 Drivers' Licence with air brake endorsement; or such higher level driver's licence as required by the Company.
3. Driver Trainees

The Company may, at its discretion, place newly hired drivers in the Driver Trainee classification for up to twelve (12) months so that they may learn and prove proficient in performing the work required in the Driver classification. Driver Trainees may not have a Class 3 Driver's licence with air brake endorsement but must have at least a Class 3 (with air brake endorsement) Learner's Licence.

Driver Trainees shall not receive the standard Driver rate until the Company determines, in its discretion, that they are fully proficient in performing the job of Driver, provided that the maximum period any employee be maintained as a Driver Trainee is twelve (12) months. If the Company determines, in its discretion, that a Driver trainee is proficient in performing the Job of Driver during the twelve (12) month period, the Company shall reclassify that individual as a Driver and it shall then pay that individual the standard Driver's rate.

When the Company, in its discretion, determines during the twelve (12) month trainee period that a Driver Trainee is incapable of performing the job of Driver proficiently, it may terminate the employment of such trainee, as if that trainee were a probationary employee.

4. Utility Driver: This classification covers the operation of any and all Company vehicle requiring less than a Class 3 Drivers licence with air brake endorsement, unless the parties mutually agree to apply this rate to particular employees operating a vehicle which requires a Class 3 Drivers licence with air brake endorsement.
5. Driver/Driver Trainer: The incumbent in the Driver/Driver Trainer position must be ready, willing and able to operate any vehicle that may be assigned to him by the Company. In addition, the incumbent must have all the certifications, skill and ability required to train other drivers in the operation of their vehicles, and he must do so when required by the Company. Brian Clyne is the incumbent in this position as at (insert date of Union ratification). Should Mr. Clyne vacate the position irrespective of reason, the Company may or may not re-fill the position at its discretion.
6. The above wage rates notwithstanding, probationary employees shall be paid at a rate that is one dollar (\$1.00) per hour below the rate for the classification in which they are working.
7. The above wage rates notwithstanding casual employees (including part-time drivers) shall be paid at a rate that is one dollar (\$1.00) per hour below the rate for the classification in which they are working.

8. Lead Hand Selection

The provisions of article 12 notwithstanding, the Company may appoint lead hands at its discretion. A lead hand is one who either leads the work of a number of other employees.

9. Rate Protection - Green Circling

Those employees listed below are paid a rate that is different than the rate for their classification that is set out in Schedule "A" above, as at (insert date of Union ratification). These employees shall receive a three percent (3%) increase to their current hourly rate equivalent effective (insert date of union ratification), after which the adjusted rate (current rate plus increase) shall be "Green Circled" - see-below. These employees shall continue to be paid this "Green Circled" rate, plus one-half (1/2) of the negotiated increases that are subsequently applied to their particular classification in Schedule "A" starting with the January 1, 2015 increase. This process of partial increases shall continue until such time as the standard Schedule "A" rate applicable to their classification is equal to or higher than their "Green-Circled" rate [plus (+) partial general increases that they receive in accordance with this note (5)], at which time the employee's "Green Circling" will disappear and the employee will be paid the applicable classification rate that is set out in Schedule "A"

| Name | Classification | Base-line Yearly Salary | Base-line Hourly Rate | Green-Circled Hourly Rate on Ratification |
|-------------------------|----------------|-------------------------------|-----------------------------|---|
| Appleyard, Leonard | Driver | \$44,500 | \$21.39 ⁽¹⁾ | \$22.04 |
| Allan, Kirby | LH Driver | \$48,000 | \$18.46 ⁽²⁾ | \$19.02 |
| Yanisiw, Christopher | Driver | \$36,608 | \$17.60 ⁽¹⁾ | \$18.17 |

NOTES:

1. Based upon 8 hours of work per day, 40 hours per week and 2080 hours per year
2. Based upon 10 hour of work per day, 50 hours per week and 2600 hours per year

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