



**FIRST COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**EMTERRA ENVIRONMENTAL**

**OCTOBER 27, 2013 TO JUNE 30, 2018**

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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.

## **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 bargaining agent for all of its employees in the bargaining unit certified by the Manitoba Labour Board Certificate Number MLB 6934, which reads:

All inside recycling employees of the Emterra Environmental located in Winnipeg, Manitoba including sorters, cleaners, plant maintenance workers, machine and equipment operators and shippers, excluding drivers, swampers, fleet mechanics, office personnel, dispatchers, scale operators, supervisors and all 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 (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 that 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 15<sup>th</sup> 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 Plant Manager, or designate, within ten (10) calendar days after disposition of the grievance in Step 1. The Plant 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 Plant 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.
- 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.

11.02      The Company shall maintain a seniority list showing the date upon which each employee's overall 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 employees 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 vacancy in the bargaining unit, the Company shall post notice of the vacancy on the bulletin board for five (5) calendar days.
- b) The first vacancy resulting from the placement of the successful applicant in his new position, as a result of the initial posting, will be posted for a period of three (3) days only. All additional vacancies related to the initial job posting are not required to be posted, and will be filled at the discretion of the Company.

12.02 Information in Postings

Such vacancy notice shall contain the following information:

- a) Nature of position, required qualifications, knowledge, skill and ability and wage rate.
- b) 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 after a brief familiarization and training period not to exceed four (4) hours, if required.

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 Without limiting generality regarding the considerations that might reasonably be included in the phrase “skill and ability”, where that phrase is used in this Agreement, when it is documented that an employee is not performing his current job efficiently, or it is documented that an employee currently has an attendance problem, or when it is reasonable to conclude based upon a bona fide objective assessment that an employee lacks the required physical fitness to perform a new job, subject to the provisions of the Manitoba Human Rights Code, the employee is deemed not to have the “skill and ability” required for the new job in question.

**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, after a brief familiarization and training period not to exceed four (4) hours, if required.
- 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 after a brief familiarization and training period not to exceed four (4) hours, if required.

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) 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) consecutive hours, exclusive of an unpaid meal break of one-half (1/2) hour in accordance with article 14.03; or
- b) Up to forty (40) hours per week, made up of up to four (4) workdays, with the normal workday being defined as up to ten (10) consecutive hours, exclusive of an unpaid meal break of one-half (1/2) hour in accordance with article 14.03; or
- c) Up to eighty and one-half (80.5) hours worked in any two (2) week period, made up of up to four (4) workdays one week and up to three (3) workdays the following week. The normal workday being defined as up to twelve (12) consecutive hour shifts inclusive of an unpaid meal break of one-half

(1/2) hour in accordance with article 14.03.

- d) Nothing in this Agreement represents a guarantee of work for any employee.
- e) When the Company requires employees to work a twelve (12) hour shift schedule, it shall first seek volunteers, in order of seniority, provided that all such volunteers have required qualifications, knowledge skill and ability to immediately perform the work in question. When there are an insufficient number of acceptable volunteers to meet the Company's requirements, the Company shall then schedule employees to work such shift schedule in reverse order of seniority, provided that any employee so scheduled has the qualifications, knowledge skill and ability to immediately perform the work in question.
- 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), (b) and (c), provided that by so doing it continues to be best able to meet its operational requirements 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 the normal straight-time workweek in affect at any time under sections (a), (b) and (c).
- g) Shift starting times shall be established by the Company so as to best meet its operational requirements. 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 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 scheduled straight-time shift comprising not less than four (4) consecutive hours and up to six (6) consecutive hours, shall be permitted one (1) paid fifteen (15) minute rest period

- b) The timing of rest periods under this article (14.02) shall be established by the Company so as to best meet its operational requirements.

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 timing of meal breaks under this article (14.03) shall be established by the Company so as to best meet its operational requirements.

14.04      Reporting Pay Guarantee

An employee reporting for work on his regular shift, who has not been notified by the Company that they are not to report, shall be paid a minimum of three (3) hours at their regular rate of pay.

14.05      Call-Back

If an employee is called-back to work during his off-duty hours, without prior notice, after he has left the Plant, he shall be paid as follows:

- a) If the employee has previously worked sufficient straight-time hours so that overtime rates apply to such call-back - a minimum of two (2) hours pay at the overtime rate.
- b) If the employee has not previously worked sufficient straight-time hours so that overtime rates apply – an amount that is equivalent to not less than three (3) hours pay at the applicable straight-time rate.

**ARTICLE 15 - OVERTIME**

15.01      Overtime Defined

- a) For employees who work a regularly scheduled eight (8) hour shift schedule as per article 14.01(a), all work that is authorized in advance by the Company, which 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.
- b) For employees who work a regularly scheduled ten (10) hour shift schedule as per article 14.01 (b), all work that is authorized in advance by the Company, which exceeds ten (10) 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.

- c) For employees who work a regularly scheduled twelve (12) hour shift schedule as per article 14.01 (c), all work that is authorized in advance by the Company, which exceeds eleven and one-half (11.5) straight-time hours actually worked in any workday, or which exceeds eighty and one half (80.5) straight-time hours actually worked in a two (2) consecutive week period, is considered to be overtime.
- d) Voluntary Overtime
  - (i) Unscheduled Overtime (normally overtime that is contiguous with a regularly scheduled straight-time shift) shall normally be performed by those employees who perform the work in question on such straight-time shift. Employees who have a compelling personal reason whereby they cannot work such overtime will be excused, provided operational requirements permit.
  - (ii) Scheduled overtime [i.e. overtime that is scheduled at least twenty-four (24) hours in advance] shall be offered to employees on an equitable, voluntary basis, provided that the employees who volunteer have the qualifications, knowledge, skill and ability to immediately perform the work in question. If there are an insufficient number of acceptable volunteers to meet the Company's requirements, the Company may then compel, in reverse order of seniority, the requisite number of employees with the required qualifications, knowledge, skill and ability to work.

15.02 Rate of Overtime

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

15.03 Opportunity for Overtime

As much as operational requirements and the above articles permit, the Company shall endeavour to distribute overtime equitably within the classification of where the overtime is required.

15.04 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 15.01(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 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 permit, leave of absence without pay shall be granted upon request to the Company to not more two (2) 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.
- b) 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.

- c) 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.
- d) 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.
- 19.02 Except as set out in note 2 of Schedule "A", When an employee is assigned by the Company to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for the work performed, provided the employees performs the work at the higher rate for one (1) hour or more - quarter hour (1/4) increments thereafter.

## **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	<input type="checkbox"/> 100% reimbursement for prescription drugs (least expensive generic drug) <input type="checkbox"/> Vision Care: eye exams once per calendar year performed by a certified ophthalmologist or optometrist <input type="checkbox"/> 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"> <li>· Level I – Basic Services: 80% reimbursement based upon the approved fee schedule</li> <li>· Level II – Supplementary Basic Services: 80% reimbursement based upon the approved fee schedule</li> <li>· Yearly Benefit Maximums: combined level I and Level II - \$1000 per calendar year</li> </ul>
Long Term Disability	<ul style="list-style-type: none"> <li>· 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.</li> <li>· Qualifying Period: 119 days</li> </ul>

- 20.05 (a) 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 employees, 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      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 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.

23.03      Tools

Effective January 1, 2014, employees in the Maintenance Person (uncertified) and Certified Millwright (with TQ ticket) classifications, who have passed probation and who are required by the Company to provide their own tools, shall be paid a tool allowance of

\$300 per annum (Jan. – Dec.). The employee will be responsible for maintaining and replacing the tools he is required to have in the performance of their duties. It is understood that the Company will provide certain specialized tools that are unique to the Company's business.

## **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      New Bargaining Unit Classifications**

If during the term of this Agreement, the Company establishes a new bargaining unit classification (i.e. a new classification in the bargaining unit for which the Union was certified (2013 date to be filled in), to which this Agreement applies), the parties shall negotiate the rate of pay for such classification and the amount of retroactivity, if any, to apply. Should the parties fail to agree in a timely fashion, these matters may, at the request of either party, be referred to arbitration under article 9. The arbitrator's primary consideration on such cases shall be the maintenance of internal pay equity (i.e. internal relativity with other rates of pay established in Schedule A-1).

## **ARTICLE 27 - TERM OF AGREEMENT**

### **27.01      Duration**

This Agreement shall be in force and effect as at October 27, 2013 to and including June 30, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EMTERRA ENVIRONMENTAL**

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

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LMc/dt/cope491  
November 4, 2013

### **SCHEDULE "A-1" - WAGE RATES**

Effective October 27, 2013

Classifications	Effective Dates				
	On Ratification	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017
Labourer	\$11.75	\$11.95	\$12.35	\$12.75	\$13.15
Labourer/Cleaner	\$12.00	\$12.30	\$12.70	\$13.10	\$13.50
Lead Hand <sup>(3)</sup>	\$13.50	\$13.77	\$14.17	\$14.57	\$14.97
Maintenance Helper	\$13.00	\$13.26	\$13.53	\$13.80	\$14.07
Maintenance Person (uncertified)	\$16.50	\$16.83	\$17.23	\$17.63	\$18.03
Certified Millwright (with TQ ticket) <sup>(5)</sup>	\$21.00	\$21.40	\$21.80	\$22.20	\$22.40
Operator I <sup>(1) &amp; (3)</sup>	\$12.50	\$12.75	\$13.01	\$13.27	\$13.53
Operator II <sup>(1) &amp; (3)</sup>	\$13.50	\$13.77	\$14.05	\$14.33	\$14.61
Operator III <sup>(1) &amp; (3)</sup>	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
Shift Supervisor	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24

#### NOTES:

1. Subject to article 19.02, employees shall be paid the rate for the work they are actually performing, with the exception of Operators who are learning to operate additional pieces of equipment (see note #2 below).
2. The above notwithstanding, probationary employees and casual employees will be paid at a rate that is one dollar (\$1.00) per hour below the rate for the classification in which they are working.
3. Operators
  - The Operator Level I rate is the normal classification rate that is paid to employees who are proficient in operating one (1) piece of mobile equipment or the baler.
  - The Operator Level II is the normal classification rate that is paid to employees who are proficient in operating two (2) pieces of mobile equipment, or one (1) piece of mobile equipment and the baler.
  - The Operator Level III rate is the normal classification rate that is paid to employees who are proficient in operating three (3) pieces of mobile equipment, or two (2) pieces of mobile equipment and the baler.
  - The opportunity to become proficient on each piece of mobile equipment is subject to operational requirements and the availability of work, seniority considered.
  - The Operator I, Operator II and Operator III rates shall only be paid when an employee is proficient in operating the requisite pieces of equipment for each classification, as applicable. Prior to receiving the higher rate, employees (including non-operators) will be paid their normal classification rates when they are learning to operate pieces of equipment, provided that the maximum number of hours that an

employee may be paid this learner's rate is forty (40) straight-time hours actually worked after (insert date of Union ratification) per each piece of equipment (baler and/or mobile equipment). Once this time limit is reached, the employee is deemed to be proficient on the piece of equipment in question, provided the Company continues (at its discretion) to assign the employee to operate such equipment.

#### 4. Lead Hand Selection

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 or performs other bargaining unit work as assigned by the Company.

5. The Certified Millwright rate (with TQ ticket) is a minimum rate only. The Company reserves the right to increase this rate as necessary to recruit and retain an incumbent in this classification, if and when the Company elects to fill this classification.

#### 6. 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-1" above, as at (insert date of Union ratification). These employees shall receive a three percent (3%) increase to their current rate effective (insert date of union ratification) after which the adjusted rate (current rate plus increase) shall be "Green Circled". These employees shall continue to be paid this "Green Circled" rate, plus one-half (1/2) of the negotiated increases that are applied to their particular classification in Schedule "A -1" starting with the July 1, 2014 increase. This process of partial increases shall continue until such time as the standard Schedule "A-1" rate applicable to their classification is equal to or higher than their "Green-Circled" rate [including the 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-1"

Name	Classification
Krawchuk, Ken	Leadhand
Punzalan, Quirino	Leadhand
Barr, Michael	Maintenance Person (uncertified)
Lumbres, Edwin	Operator I
Reyes, Ruther	Operator II
Stocki, Joseph	Operator II
Medal, Dave	Shift Supervisor

## MEMORANDUM OF AGREEMENT

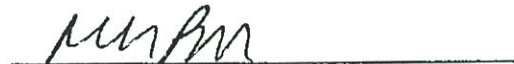
The bargaining representatives of **EMTERRA ENVIRONMENTAL** and the bargaining representatives of the **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500** unanimously agree, without reservation, to recommend to their respective principals for their ratification the attached first Collective Agreement between the parties.

AGREED in the Winnipeg Manitoba this this 26<sup>th</sup> day of September, 2013.

**FOR EMTERRA  
ENVIRONMENTAL**

A handwritten signature in cursive script, appearing to read "J. K. Hone", written over three horizontal lines.

**FOR CUPE LOCAL 500**

A handwritten signature in cursive script, appearing to read "M. C. R. L.", written over three horizontal lines.A handwritten signature in cursive script, appearing to read "M. B. M.", written over three horizontal lines.A handwritten signature in cursive script, appearing to read "R. M. M.", written over three horizontal lines.