

AGREEMENT BETWEEN

CLEAN HARBORS CANADA INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

DURATION: June 1, 2010 to May 30, 2014

## TABLE OF CONTENTS

ARTICLE 1: OBJECTS .....	1
ARTICLE 2: BARGAINING AGENCY .....	1
ARTICLE 3: UNION SECURITY .....	1
ARTICLE 4: MANAGEMENT RIGHTS .....	2
ARTICLE 5: HOURS OF WORK.....	2
ARTICLE 6: OVERTIME .....	3
ARTICLE 7: FACT FINDINGS, INVESTIGATIONS, INTERVIEWS AND DISCIPLINE HEARINGS .	5
ARTICLE 8: GRIEVANCE PROCEDURE.....	5
ARTICLE 9: ARBITRATION AND GRIEVANCE PANEL .....	6
ARTICLE 10: SENIORITY .....	6
ARTICLE 11: VACATIONS .....	7
ARTICLE 12: GENERAL HOLIDAYS .....	8
ARTICLE 13: WAGES .....	9
ARTICLE 14: TRAVEL - TRANSPORTATION - EXPENSES.....	10
ARTICLE 15: LEAVE OF ABSENCE .....	10
ARTICLE 16: GENERAL PROVISIONS .....	11
ARTICLE 17: TECHNOLOGICAL CHANGE.....	13
ARTICLE 18: JOINT CONSULTATION AND ADJUSTMENT PLAN .....	13
ARTICLE 19: PROMOTIONS - POSTINGS - NEW CLASSIFICATIONS .....	13
ARTICLE 20: HEALTH AND WELFARE.....	14
ARTICLE 21: SEVERANCE PAY .....	14
ARTICLE 22: SAVINGS CLAUSE .....	15
APPENDIX "A": WAGE RATES.....	16
CURRENT EMPLOYEES .....	17
OVERTIME BANKING PROCEDURES.....	18
LETTER OF UNDERSTANDING #1 .....	19
LETTER OF UNDERSTANDING #2 .....	21
LETTER OF UNDERSTANDING #3.....	22

LETTER OF UNDERSTANDING #4 .....	23
LETTER OF UNDERSTANDING #5 .....	24
LETTER OF UNDERSTANDING #6 .....	25
SIDEBAR LETTER .....	26

## COLLECTIVE AGREEMENT

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the parties hereto agree as follows:

### **ARTICLE 1: OBJECTS**

1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

### **ARTICLE 2: BARGAINING AGENCY**

2.01 The Employer recognizes and agrees that the Union is the sole bargaining agent for the employees of the Employer employed at the Delta Hazardous Waste and Accumulation Centre, 7842 Progress Way, Delta, B.C.

2.02 This Agreement shall be binding on the Company and the Union and their respective successors, and on each employee.

### **ARTICLE 3: UNION SECURITY**

3.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Company is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

3.02 The Company shall provide each new employee a Union membership card and dues deduction card. The employee shall complete the cards and return them to the Company. The Company shall submit the Union membership card to the Union, and shall retain the dues deduction card on the employee's file.

3.03 The Company shall deduct the monthly Union dues, as set by the Union, on the first (1st) pay period of the month and submit these monies to the Union before the twenty-fifth (25th) day of the same month. The Company further agrees that, for each new employee, it will deduct and remit the established Union initiation fee.

The Union shall indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with the provisions of this Article.

- 3.04 The Company shall submit a check-off list containing the names and social insurance number of each employee and the monies applicable to each employee.
- 3.05 The deductions shall commence with the calendar month in which the employee receives his first pay cheque from the Company, except where the employee has been hired in the last half of the month, deductions shall commence in the following month.
- 3.06 Notwithstanding the provisions of Article 3.03, there shall be no financial responsibility on the part of the Company for dues or initiation fee of an employee unless there are sufficient unpaid wages of that employee in the Company's control.
- 3.07 The Company will not subcontract work regularly performed by members of the bargaining unit.
- 3.08 It shall not be a violation of this Agreement for any employee who in the performance of his duties, refuses to cross a legal picket line established by the Union.
- 3.09 The Company agrees that its management employees will not perform work regularly performed by employees in the bargaining unit. However, it is agreed that the nature of the Company's operations may require management employees to perform such work in certain situations. These situations would include: giving instruction, training, determining the nature of the work which has been or is to be performed, evaluation, experimental work, ensuring adequate manning levels when employees do not report to work as required, or in an emergency. An emergency is defined as being for the safety of man and/or equipment and/or environment. No bargaining unit employee shall lose an overtime opportunity as a result of a management employee working.

Where the Company requires management employees to perform bargaining unit work the Manager(s) and the Shop Steward(s) shall first discuss the matter to determine if management employees performing bargaining unit work is necessary. If the parties cannot come to a resolution on the matter the matter shall be discussed between the Company and the Union. If after review between the Company and the Union there is no resolution then subject to Article 9.04 the parties shall refer the matter to the Canadian Joint Grievance Panel.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 It is the exclusive right of the Company to manage its affairs and operate the business subject only to the provisions specified in this Agreement.

#### **ARTICLE 5: HOURS OF WORK**

- 5.01 The following provisions are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company of any time or period of work or employment.
- 5.02 The work week shall be the seven (7) day period between Sunday midnight and the following Sunday midnight.

- 5.03 (a) All employees reporting for work shall receive:
- (i) a minimum of four (4) hours at the regular rate of pay on straight time days.
  - (ii) a minimum of four (4) hours at the overtime rate of pay on the employee's scheduled days off and/or General Holidays.
  - (iii) on call-out, a minimum of four (4) hours at the appropriate rate of pay.
- (b) Schedules of work for all employees, other than special waste drivers, shall be eight (8) hours per day forty (40) hours per week within five (5) consecutive days.
- (c) (i) Special Waste Drivers shall be entitled to two (2) consecutive days free from work within a work week. Any time worked on such days shall be subject to Article 6.02 (b).
- (ii) Special Waste Drivers and the Company may mutually agree to waive the consecutive days off in any one (1) week, but these days off must be observed within the next work week or overtime rates shall apply. At no time shall a Special Waste Driver work more than eighty (80) hours in two (2) weeks without overtime rates being applicable.

5.04 Each shift shall have a scheduled, unpaid, one-half (1/2) hour lunch period as close as possible to mid-shift. No employee shall be required to work more than five (5) hours before taking a lunch break.

5.05 When an employee is required by the Company to change to a new regular shift schedule he shall be given notice of such change at least five (5) days prior to the commencement of his new regular shift schedule.

5.06 Except in the case of an emergency, an employee shall be entitled to a minimum of eight (8) consecutive hours free from work between each shift worked. In the event an employee does not receive the stipulated hours of rest he shall be paid at overtime rates for the subsequent shift.

5.07 **SHIFTS:**

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 5:00 a.m. and 11:59 a.m.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 noon and 8:59 p.m.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 9:00 p.m. and 4:59 a.m.

**ARTICLE 6: OVERTIME**

6.01 All hours worked outside of the established shift schedule or on a General Holiday shall be considered overtime and paid at the applicable overtime rates. For special waste

drivers and tractor trailer drivers all hours worked in excess of ten (10) in a day shall be considered overtime and paid at the applicable overtime rates.

6.02 Overtime shall be paid for at the following rates:

- (a) Work immediately prior to or following the employees regular shift -- one and one-half (1-1/2x) the rate for the first two (2) hours and two times (2x) the rate thereafter.
- (b) All other overtime at one and one-half times (1-1/2x) the rate for the first eight (8) and two times (2x) the rate thereafter.

6.03 The Company shall determine when overtime is necessary and request such employees as it requires to work overtime. The Company shall not unreasonably request an employee to work overtime and an employee shall not unreasonably refuse to work overtime.

6.04 Subject to Article 6.07, all overtime shall be in accordance with this Collective Agreement. All overtime, including call out shall be allocated on a seniority basis. Employees shall be paid their regular classification rate of pay times the appropriate overtime rate for this call out work.

6.05 The Employer may schedule employees for work on General or Proclaimed Holidays, and in this event, employees whose names appear on the list provided for in Article 6.07 shall be offered this work in accordance with seniority.

6.06 If the Employer decides to schedule overtime other than on a General or Proclaimed Holiday, employees whose names appear on the list provided for in Article 6.07 shall be offered this work in accordance with seniority. The list shall be posted at a minimum of two (2) days prior to any overtime.

6.07 Where an employee wishes to apply for overtime, he shall sign the list posted by the Employer. Should the employee wish to remove his name from the list, he shall remove his name and sign it from this list. The Employer shall confirm the overtime by mid-shift of the day prior to the scheduled overtime.

6.08 PREMIUM RATES

Employees shall be paid the following premiums:

- (a) For all hours worked on the second (2nd) shift of the day with an additional fifty cents (50¢) per hour to be paid.
- (b) For all hours worked on the third (3rd) shift of the day an additional seventy-five cents (75¢) per hour to be paid.
- (c) Lead Hand: One dollar and fifty cents (\$1.50) per hour above an employee's regular rate of pay. Facility Foreman shall not be entitled to the Lead Hand premium.

- (d) Employees who are designated as Emergency Response Team members shall be paid an additional five dollars (\$5.00) per hour when training or responding to an emergency. There shall be a four (4) hour minimum payable to each employee when training or responding to emergency.
- (e) Employees required to operate the backhoe shall be paid an additional one dollar and fifty cents (\$1.50) per hour above their classification rate.
- (f) Employees required to work in a permitted "confined space" shall receive an additional five dollars (\$5.00) per hour with a four (4) hour minimum payable.

It is understood and agreed by the parties that all premium rates shall be added to each employee wage prior to overtime calculation.

#### **ARTICLE 7: FACT FINDINGS, INVESTIGATIONS, INTERVIEWS AND DISCIPLINE HEARINGS**

- 7.01 The Company has the right to discipline and discharge for just cause. All disciplinary action will be taken only after thorough investigation with the employee and any other relevant individuals.
- 7.02 Whenever an employee is required to attend a meeting, fact finding, accident investigation, interview or disciplinary hearing which could or does give rise to discipline, a Shop Steward must be in attendance if the employee requests. Where an employee is terminated, the grievance procedure shall start at Step C.
- 7.03 The employee shall be given a copy of the fact finding upon request.
- 7.04 All disciplinary action shall be subject to the grievance and arbitration procedures.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation or violation of this Agreement, it shall be resolved in the following procedural manner:
  - Step A: At the first opportunity from the time the grievance arose, and in any event within ten (10) days, the employee or the Union, together with such person or persons as he or the Union may wish, shall discuss the matter with the immediate supervisor.
  - Step B: Should a solution not be reached under Step A then the employee, accompanied by the Shop Steward if the employee so wishes, shall, within ten (10) days, state the grievance in writing, describing the grievance and specifying the Article or Articles which are alleged to have been violated as well as the remedy being sought, date and sign the grievance and discuss the matter with the appropriate Manager. If a solution is reached, this shall be final.
  - Step C: Should a solution not be reached under Step B then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall within ten (10) days, discuss the



matter with a representative of the Company. If a solution is reached, this shall be final.

## **ARTICLE 9: ARBITRATION AND GRIEVANCE PANEL**

- 9.01 If the procedures set forth in Section 8.01, Step A, Step B and Step C do not result in a solution being reached with seven (7) days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an agreed upon single Arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the grievance.
- 9.02 The Arbitrator shall endeavour to hand down his decision within three (3) weeks following completion of the hearing. The Arbitrator shall not have authority in any manner to amend, alter or change any provisions of this Agreement.
- 9.03 The expenses and remuneration of the Arbitrator shall be paid by the parties in equal shares.
- 9.04 GRIEVANCE PANEL The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

## **ARTICLE 10: SENIORITY**

- 10.01 The Company shall at six (6) month intervals provide the Union with an up-to-date list of all employees covered by the Collective Agreement showing the Company and divisional seniority of each employee. The Company shall post a copy of this list by the time clock or in a conspicuous place in all operating locations covered by this agreement.
- 10.02 (a) There shall be two (2) types of seniority within the Company's operations in British Columbia:
- (i) Company seniority is the length of continuous service with the Company from the most recent date of hire;
  - (ii) Divisional seniority is the length of service of an employee within a division of the Company.
- (b) For the purpose of determining divisional seniority, divisions are defined as:
- (i) Plant Operations
  - (ii) Technical Services

- (c) An employee may only accumulate divisional seniority in the division in which he is working. Upon transfer to another division an employee shall lose his divisional seniority in the division he is transferring from.
  - (d) Where an employee has lost divisional seniority as a result of being transferred out of a division he shall pick up that lost divisional seniority upon return to that division and shall retain such divisional seniority, and accumulate further divisional seniority in that division, while he works in that division.
  - (e) Unless otherwise specified in this Agreement, in the application of seniority, divisional seniority shall be considered first.
- 10.03 All employees hired shall be considered probationary for the first sixty (60) working days after hiring, during this period seniority will not be applicable. Upon successful completion of the probationary period the employee shall be granted seniority effective from the first day of the probationary period.
- 10.04 An employee re-entering the employ of the Company after his recall period has expired shall not be subject to another probationary period.
- 10.05 In cases of lay-off and recall the Company shall recognize seniority provided that the senior employee has relatively equal skills and qualifications.
- 10.06 A laid-off employee shall retain his seniority with the Company for six (6) months if he has less than one (1) year seniority and for twelve (12) months if he has at least one (1) year seniority. If a laid-off employee is recalled within the recall period, there shall be deemed to have been no break in his continuous service with the Company by reason of such lay-off.
- 10.07 If a laid-off employee is called back to work with the Company within his recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay off. Where the employee, after seven calendar days from date of notification by the Company, fails to accept the call back to work for an opportunity that is anticipated to last for ten (10) work days or longer, he shall be terminated.
- 10.08 The Company shall contact laid-off employees at the telephone number supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone numbers while laid off.

**ARTICLE 11: VACATIONS**

- 11.01 All employees shall be entitled to annual vacation time and pay according to their completed years of continuous service with the Company at the beginning of each vacation year, as follows:

YEARS OF SERVICE

Less than 1 year	One (1) vacation day per completed month worked, to a maximum of ten (10) vacation days, and four percent (4%) of gross wages as vacation pay;
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1 year or over	Two (2) weeks vacation and four percent (4%) of gross wages earned in the preceding vacation year as vacation pay;
5 years or over	Three (3) weeks vacation and six percent (6%) of gross wages earned in the preceding vacation year as vacation pay.
10 years or over	Four (4) weeks vacation and eight percent (8%) of wages earned in the preceding vacation year as vacation pay.

- 11.02 The Company shall post a vacation calendar sheet on the notice board no later than January 1 of each year and the employee shall indicate his desired vacation period on the vacation calendar no later than March 1 of each year. Preference for vacation requests shall be given to the senior employee, in the division, based on seniority.
- 11.03 The employees must take their scheduled annual vacation within each vacation year. The vacation year shall mean the period between January 1st of one calendar year to January 1st of the next calendar year.
- 11.04 Prior to an employee going on his vacation, the Company shall furnish the employee their vacation pay and statement showing the employee his vacation pay, how the vacation pay was calculated and shall include all overtime payments and commissions.
- 11.05 When an employee resigns or is terminated, in the course of payment of his final pay entitlement, he will receive payment for any annual vacation entitlement earned but unpaid.
- 11.06 An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

## **ARTICLE 12: GENERAL HOLIDAYS**

- 12.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. The designated General Holidays shall be:

New Years Day	Good Friday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Eve Day	Christmas Day
Boxing Day	

and any other holiday declared or proclaimed by the Federal and/or Provincial Government will be paid for.

- 12.02 Where a General Holiday falls on an employee's scheduled day(s) off then the next working day shall be observed as the holiday.
- 12.03 All time worked on a General Holiday shall be paid in accordance with Article 6.02 (b).

- 12.04 Employees who have established seniority in accordance with Article 10 and who have worked the last working shift scheduled by the Company within fifteen (15) days previous to the General Holiday and who work the first working day scheduled by the Company within fifteen (15) days following the General Holiday, shall receive their regular days' wages for such holiday.
- 12.05 When a General Holiday falls within an employee's scheduled vacation, he shall receive a day off with pay in conjunction with his vacation.

### **ARTICLE 13: WAGES**

- 13.01 It is agreed that the rates of pay applicable to the job classifications set forth in Appendix "A" attached hereto shall form part of this Agreement.
- 13.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 13.03 Each employee shall receive a statement of earnings for each pay period. This statement will include wage rates, hours paid, overtime, all deductions and any other information necessary to explain the calculation of earnings.
- 13.04 The Company shall, every Thursday deposit to the designated bank account of each employee all wages earned by the employee up to and including the previous Sunday.
- 13.05 Any employee resigning his position or terminated by the Company shall be paid all monies due to him on the next regular pay day. The employee's record of employment shall be provided as required by the Employment Insurance Act.
- 13.06 An employee involved in an accident while on the job shall receive his regular shift hours at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he had received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.
- 13.07 Where an employee works in a higher hourly rated position than his regular position for a minimum of four (4) hours he shall be paid the higher rate for the hours worked in that day. Subject to 10.08, where an employee works in a lower hourly rated position he shall be paid his regular rate of pay for all such hours worked.
- 13.08 In the event that there is no work available to an employee in his regular position, the Company may as an alternative to layoff, reassign such employee for no less than one (1) week to another position at the wage rate for such position, provided that no other employee's job security is affected by such temporary assignment. An employee in a temporary assignment, who is assigned to his regular position during that same week, shall be paid his regular position's rate of pay for all hours worked in that work week. After an employee has been assigned for a total of sixty (60) working days (during the term of this Collective Agreement) to temporary assignment(s) and received a lower rate of pay than their regular position for these sixty (60) working days, the employee is free to accept or reject all further offers to temporary assignments.

## **ARTICLE 14: TRAVEL - TRANSPORTATION - EXPENSES**

14.01 The Company shall provide all employees in advance for overnight travel, fifty dollars (\$50.00) for meals and ninety dollars (\$90.00) for accommodation for each twenty-four (24) hour period.

As of May 31, 2008, the Company shall provide all employees in advance for overnight travel, fifty-five dollars (\$55.00) for meals and ninety-five dollars (\$95.00) for accommodation for each twenty-four (24) hour period.

These funds shall be paid in U.S. funds when in the U.S.A. The Company will endeavour to establish direct billing with the hotel. There shall be one employee per hotel room.

Upon return, employees are to hand in any unused monies plus receipts for all payments made out of the advance. Employees shall be reimbursed for costs that exceeded the advance subject to the approval of the Technical Services Co-ordinator.

14.02 All time spent driving or riding in a motor vehicle to and from a job other than at the employee's normal work place shall be considered as time worked.

14.03 If an employee reports to a job outside his normal work place and through no fault of his own is unable to work he shall immediately contact the Company for instructions. Nevertheless, while being required to stand by the job, he shall be paid for his regular shift (eight [8] hours or ten [10] hours maximum) in each twenty-four (24) hour period.

14.04 Where an employee is required to lay over for a calendar day or more, he shall be paid for his regular shift (eight [8] hours or ten [10] hours maximum) for each such day and he shall be paid at straight time rates.

14.05 Employee vehicles shall not be used on Company business.

## **ARTICLE 15: LEAVE OF ABSENCE**

15.01 The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided that all requests for time off are reasonable and do not interfere with the proper operation of the Company's business. No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

15.02 When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

15.03 If an employee suffers a death of his spouse or his child, he shall be granted compassionate leave of absence with full pay for five (5) days.

If an employee suffers a death of his father, mother, brother, sister, mother-in-law or father-in-law he shall be granted compassionate leave of absence with full pay for three (3) days.

If an employee suffers a death his grandparent(s) or grandchild(ren), he shall be granted compassionate leave of absence with full pay for one (1) day.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against any of the days of leave.

Upon request, an employee shall receive a five (5) day unpaid extension to his compassionate leave of absence.

- 15.04 If an employee desires a leave of absence for reasons other than those referred to in this Article he must obtain permission, in writing, for the same from the Company, copies to be supplied to the Union.
- 15.05 In any instance where an employee accepts other employment, without the consent of the Company, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.
- 15.06 Any employee who has completed fifteen (15) or more years of service, in accordance with this collective agreement, shall be entitled to a one (1) week unpaid leave of absence granted yearly. This leave of absence, if requested, shall not be denied and shall be scheduled in accordance with Article 11.

#### **ARTICLE 16: GENERAL PROVISIONS**

- 16.01 The Company shall supply protective clothing and proper breathing apparatus when employees are engaged in cleaning any chemical spill and/or tank clean-out.
- 16.02 Hand cleaner shall be supplied at all mechanical operations covered by this Agreement.
- 16.03 All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied shall be of the proper size to fit the employee. There shall be at least three (3) changes available each week to the employees involved, and field servicemen going out on calls shall have several extra sets of coveralls to take with them when they go out on such calls.
- 16.04 The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.
- 16.05 An employee shall be granted two (2), fifteen (15) minute rest periods per shift on Company time.
- 16.06 Employees shall be allowed five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.
- 16.07 (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

- (b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
  - (c) Upon informing the Company, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
  - (d) The Shop Steward shall be allowed reasonable time during working hours to discuss and investigate grievances.
- 16.08 (a) The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee. Each employee will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance. Such tool insurance shall include coverage on an employee's tool box.
- (b) All mechanics shall receive a tool allowance from the Company of one hundred and fifty dollars (\$150.00) per year and shall be reimbursed when receipts are provided.
- 16.09 A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- 16.10 The following information shall be kept in a central location, readily accessible to the Shop Steward:
- (a) Seniority List;
  - (b) Copy of the Agreement;
  - (c) Welfare Plan Provisions.
- Any employee requiring such information shall contact the Shop Steward for same.
- 16.11 All time lost by an employee due to necessary attendance on jury duty, or subpoenaed as a Crown witness, shall be paid for by the Company at the rate of pay applicable to the employee. Employees shall submit to the Company any rebates paid for such attendance.
- 16.12 All employees shall be provided the necessary protective and/or safety footwear as required by the Company and this footwear shall be at the Company's expense. The Company will make the necessary arrangements with a supplier for this footwear.
- 16.13 All drivers shall be dispatched according to agreed upon local dispatching rules which shall be posted.

16.14 When employees are required by the Company to take job related courses, the Company shall pay the course expenses. When an employee requests to take courses to upgrade their skills and knowledge, and the Company has approved the request, the employee shall be reimbursed these course expenses upon successful completion. (i.e. Grade of "C" or better or equivalent.)

These requests and approvals shall not be subject to the grievance procedure.

#### **ARTICLE 17: TECHNOLOGICAL CHANGE**

17.01 The Company shall endeavour to notify the Union not less than three (3) months in advance of any technological change in the Company's operations.

17.02 The Company shall co-operate with the Government of British Columbia and/or Canada Manpower and participate in the training or retraining of employees affected by technological change.

17.03 Employees affected by technological change shall have the option of taking any training provided or accepting lay-off.

#### **ARTICLE 18: JOINT CONSULTATION AND ADJUSTMENT PLAN**

18.01 At the request of either party, the parties shall meet at least once every two (2) months, until the Agreement is terminated. for the purpose of discussing issues related to the workplace that affects the parties or any employee bound by this Agreement.

18.02 If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Agreement applies, the employer shall give notice to the Union at least sixty (60) days before the date in which the measure, policy, practice or change is to be effected.

18.03 After notice has been given, the employer and Union shall meet, in good faith, and endeavour to develop and adjust plans in accordance with the provisions of the Labour Relations Code.

#### **ARTICLE 19: PROMOTIONS - POSTINGS - NEW CLASSIFICATIONS**

19.01 The Company shall fill job vacancies or new positions from within the bargaining unit where possible. Where two or more applicants have relatively equal skills and qualifications the senior qualified applicant shall be awarded the position. When filling a job vacancy or new position, seniority shall be considered as follows: first divisional seniority, second company seniority and third, new hires.

19.02 (a) All vacancies shall be posted in a conspicuous place in all operating locations for three (3) days exclusive of Saturday and Sunday and shall set out the qualifications required for the job. The Company shall consider all employees who apply in accordance with the instructions set out in the posting. It is understood that the Company can fill the vacancy on a temporary basis pending the awarding of the position to the successful candidate which shall be done in a reasonable time.



- (b) An employee transferring from one division, or position, to another shall be given an additional probationary period of thirty (30) calendar days. If, after designated training, the employee is found unacceptable for the position, or wishes to return to his last position held, then the employee shall be given the opportunity to return to his last position held without any loss of divisional seniority.
- 19.03 (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A", the Company and the Union shall negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within forty-five (45) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
  - (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the Parties. Failing such agreement, either Party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

## **ARTICLE 20: HEALTH AND WELFARE**

20.01 Effective September 1, 2012 eligible employees shall be covered under the Clean Harbors Canada Group Benefits Program. The Union acknowledges the Company's right to modify coverage at its sole discretion provided that the changes to the coverage are the same as provided to non-union employees. Employees will be deducted a contribution to the benefit costs as determined time to time by the Company at its sole discretion. The basis for this contribution shall be the same as for non-union employees.

As for the public health plans, the Company will not be required to pay or reimburse any sums other than what is required of employees under the Employers Health Tax Act. The Union acknowledges that the Employment Insurance deductions allowed to the Company by virtue of a Short Term Disability Plan shall be retained by the Company for provisions of the benefits in this Article.

20.02 The Company's liability with regard to the providing the health and welfare plan is in all events limited to paying the premiums for such coverage,

20.03 The Company shall supply the Union with a copy of the health and welfare benefits package in force at the date of signing.

20.04 The Company shall provide a group retirement savings plan to all employees.

## **ARTICLE 21: SEVERANCE PAY**

21.01 If an employee is on lay-off for a period that exceeds his recall period as provided for in this Agreement and that employee has a minimum of two (2) years' continuous service with the Company, he shall be paid two (2) weeks' pay based on eighty (80) hours at the regular wage rate for his most recently held regular position. Such employee may elect to accept severance pay under this Article before the expiry of his recall period, but in so doing he shall forfeit all seniority rights accruing to him under this Agreement. An employee accepting severance pay has no further claim to work with the Company.

21.02 In the event that an employee is terminated as a direct result of either a technological change or a permanent plant closure, such an employee shall be entitled to severance pay in accordance with the following schedule:

Two (2) weeks' pay for each completed year of service with the Company to a maximum of ten (10) weeks.

**ARTICLE 22: SAVINGS CLAUSE**

22.01 If any Article of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

**ARTICLE 23: DURATION**

23.01 This Agreement shall be in full force and effect from and including date of ratification, to and including May 30, 2014 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiry of this Agreement, to give written notice to the other Party to commence collective bargaining.

23.02 There shall be no strikes or lockouts so long as this Agreement continues in force.

23.03 Should either party give written notice to the other party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until:

- (a) the Union shall commence legal strike;
- (b) the Company shall commence legal lockout;
- (c) the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

23.04 The Parties hereto agree that the operation of Section 50 (2) and (3 ) of the Labour Relations Code of British Columbia is excluded from this Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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## APPENDIX "A": WAGE RATES

<b><u>Position</u></b>	<b><u>May 31, 2012</u></b>	<b><u>May 31, 2013</u></b>	<b><u>May 31, 2014</u></b>
Facility Tech I	\$20.00	\$20.20	\$20.40
Facility Tech II	\$25.15	\$25.65	\$26.16
Facility Tech III	\$27.15	\$27.69	\$28.80
Clean Pack Chemist	\$25.15	\$25.65	\$26.16
Lead Clean Pack Chemist	\$26.50	\$27.03	\$27.57
Class A Driver I	\$25.00	\$25.50	\$26.01
Class A Driver II	\$29.00	\$29.58	\$30.17
Facility Foreman	\$32.00	\$32.64	\$33.29

For year 2010 each employee as of date of ratification shall receive a lump sum payment, by separate cheque, of \$1,000 less statutory deductions.

**NOTE 1:**

Probationary rates shall be ninety percent (90%) for a period not to exceed a period of sixty (60) days of actual work.

## CURRENT EMPLOYEES

(Updated list)

### PLANT OPERATIONS

Arlen Fennings	June 18, 1986
Jaswant Toor	August 15, 1989
Vincent Sutton	November 23, 1992
Alan Pratt	July 23, 1998

### TECHNICAL SERVICES

Michael Gaudreau	June 13, 1994
Dennis Best	September 3, 1996
Richard Rosario	Oct 24, 2005

## OVERTIME BANKING PROCEDURES

### PURPOSE

This program is designed to provide bargaining unit employees with an option to bank overtime hours. This banking process allows the employees to bank overtime hours and withdraw out of this bank in one of two ways:

- (a) Withdraw in the form of time off.
- (b) Withdraw in the form of monies.

### PROCEDURE

1. Bargaining unit members may choose which overtime hours are to be banked.
2. When overtime hours are banked, these overtime hours will be converted to the equivalent of regular shift hours. (e.g. If an employee has worked five [5] overtime hours at the time and a half rate, the converted hours at the regular shift hours would be 7.5 hours banked time.)
3. No employee may bank more than one hundred (100) hours of converted time.
4. Employees withdrawing banked hours for the purpose of taking time off, will only be allowed a maximum of forty (40) hours at any one time for such time off after the "Overtime Banking Request Form" has been filled out and approved by management. The Company will endeavour to allow such time off as appropriate or as mutually agreed upon by the Company and the employee.
5. Employees wishing to withdraw banked hours in the form of monies, must fill out the "Overtime Banking Request Form" and have it approved by management. This money will appear on the next available pay period.
6. For each request to add or withdraw from the bank, there shall be a copy of the completed form given to the employee. The original will be kept on file by the Accounting Department for each approved request.

## LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: SECURITY ARRANGEMENT

The Company and Union agree, that for the following employees:

a Security Arrangement shall be provided. This arrangement shall supersede and replace Article 21 of the Collective Agreement. Article 21, will continue to have application for bargaining unit employees hired. This Security Arrangement shall provide as follows:

Any employee listed who is laid off by the Company due to lack of work during the term of the Collective Agreement shall be provided with one (1) week of pay (calculated at their regular hourly rate of pay for up to forty (40) hours) for each week of layoff, for up to twenty-six (26) weeks. It is agreed that the Company shall continue to provide the Clean Harbors Canada Inc. Health and Welfare Plan for up to twenty-six (26) weeks to any employee who is laid off under the terms of this Letter of Understanding. At the time an employee has received thirteen (13) weeks of pay under this letter, a one-time election can be made by the employee to receive the balance of these payments in the form of a lump sum final payment. If this one-time election is made the employee will be terminated and shall lose all seniority rights, rights to recall and benefits under the Clean Harbors Canada Inc. Health and Welfare Plan.

If the Company has an alternative employment opportunity, the Company may assign this to any employee in accordance with Article 13.08, in lieu of providing the above referenced payment(s). The Company will not require a Special Waste Driver to accept an alternative employment opportunity under Article 13.08, to avoid payment of the benefit under this Letter of Understanding

The guidelines for determining employees to be affected by a layoff are set forth under Article 10.05, and will be followed unless the alternative selection process agreed to between the Company and the Union is followed.

Should any laid off employee be recalled to work, the twenty-six (26) week clock shall stop running for the period of employment. Should any employee be laid off from work again, the clock shall resume from the point at which the clock was stopped and weekly payments shall commence up to the maximum of twenty-six (26) weeks of total payments during the term of this Collective Agreement.

Any employee who refuses a recall to work, or assignment(s) to an alternative employment opportunity in accordance with Article 13.08, shall have no eligibility under this Security

Arrangement and shall be terminated from the Company and forfeit all seniority under the Collective Agreement.

In circumstances of force majeure, regarding the discontinuance of work due to strikes, freeze-up, snow, flood, earthquake, explosions, collapse of equipment or buildings, or other acts of God, etc., which result in the layoff or reassignment of any employee(s), there shall be no right to any payment under the Security Arrangement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Company and the Union agree to meet to consider modifications to the terms and conditions of the Collective Agreement for the purposes of securing business opportunities in the Special Projects Area. If any mutually agreed to modifications are reached, they shall be by a Letter of Understanding and may be for one (1) project and/or for a specific period of time.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The following is to confirm the understanding reached during recent negotiations with respect to the payment for sick days.

From the period January 1, 2002 up to December 1, 2003 and for each year thereafter, a maximum of five (5) sick days with pay will be allowed in addition to the provisions of the Short Term Disability Plan.

It is further agreed that upon ratification, any subsequent new hires (upon completion of their probationary period) will have their sick days as referenced above pro-rated accordingly within that calendar year. This calculation will start from the completed probationary period date and run until calendar year-end. The sick days will be reduced accordingly from this calculation.

There shall be no carry over of unused sick days.

Employees shall receive one-half (1/2) day of pay at the end of each calendar year for each unused sick day.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: SUBCONTRACTING

The parties agree the transportation of manifested materials shall be done by bargaining unit employees.

Further, the parties agree that it shall not be a violation of this agreement to subcontract transportation work where:

- (a) there are no less than two (2) drivers in the Class A Driver II classification working within their classification who are provided with the opportunity to receive the equivalent of one hundred (100) hours of straight time pay in their two (2) week pay period, or
- (b) there is a lack of available or proper equipment.

Any driver on an approved leave of absence, occupational or non-occupational illness or injury leave, shall be considered as working within their classification so as to satisfy the appropriate minimum staffing requirement as set forth above.

The absence of any Class A Driver II for four (4) consecutive months will require the Company to hire a replacement as soon as possible if needed to maintain the appropriate minimum staffing level. If the minimum staffing level is not maintained, the Company will not be able to subcontract the transportation of manifested materials under this Letter of Understanding.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: GROUP RETIREMENT SAVINGS PLAN

The parties agree that bargaining unit employees are eligible to participate in the Company's Group Retirement Savings Plan on the same basis and in accordance with the same terms and conditions as are made available to the Company's non-bargaining unit Canadian employees. The Union agrees that the Company retains the unilateral right, within its sole discretion, to change any and all terms of the Group Retirement Savings Plan as permitted by law.

Furthermore, the Union unconditionally waives its right to bargain with the Company concerning any and all terms and conditions of the Group Retirement Savings Plan and waives its right to arbitrate issues concerning any change in the Group Retirement Savings Plan made by the Company during the life of this Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #6**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: DOCTOR'S NOTES AND DISCIPLINE

When an employee has used his allotment of sick days the Company can require a Doctor's Note after an absence of two (2) or more consecutive days.

This shall not prevent the Company from requiring a Doctor's Note when disciplinary action is being contemplated and/or for purposes of determining their fitness for duty or eligibility for STD, or for repeated absences.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**SIDEBAR LETTER**

BY AND BETWEEN:

CLEAN HARBORS CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Employer agrees to credit each employee with twenty (20) years of service or more, on January 1st of each year, forty (40) hours to the employees Overtime Bank. This credit shall be payable at the employees regular rate of pay.

It is understood between the Parties that should the Employer introduce a fifth (5th) week of vacation in future negotiations, this Letter of Understanding shall no longer be in effect.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CLEAN HARBORS CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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