

JAN 23 2020

COLLECTIVE AGREEMENT

BETWEEN:

AEL, A DIVISION OF EMCON SERVICES INC.



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5406**

CUPE *Canadian Union
of Public Employees*

Term: September 7, 2018 to September 6, 2021

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COLLECTIVE AGREEMENT

Between:

AEL, A DIVISION OF EMCON SERVICES INC.
(hereinafter called the "Employer")

of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5406
(hereinafter called the "Union")

of the Second Part

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- e) Both parties agree to act in a fair and reasonable manor.
- f) The parties agree to use-neutral language in the Collective Agreement.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5406 as the sole and exclusive collective bargaining agent for all employees of AEL, a Division of Emcon Services Inc., in the province of Ontario, save and except non-working supervisory and office staff.

2.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer, which may conflict with the terms of this Collective Agreement

ARTICLE 3 – MANAGEMENT’S RIGHTS

3.01 Management’s Rights

Subject to the terms of this Agreement, the Employer’s Rights include the right to:

- a) Manage the Enterprise, including the scheduling of work, and the control of materials and equipment;
- b) Determine the rules and regulations, maintain order, discipline, and efficiency;
- c) Hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national or ethnic origin, ancestry, political or religious affiliation, sex, sexual orientation, family or marital status, place of residence, citizenship, record of offenses, handicap, or by reason of membership or activity in the Union.

ARTICLE 5 – EMPLOYER/UNION RELATIONS

5.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Employer and the President of the Union.

5.02 Union Negotiating Committee

The Employer and representatives of the Union Negotiation Committee shall meet at the request of either party to consider any matter of mutual interest.

5.03 The actual number of members of the Union Negotiating Committee shall be mutually agreed upon between the Employer and the Union, but in no case shall the number representing the Union be less than five (5) One of those members being the President of the Local.

5.04 All executive members of the Union or any person serving on any Committee for the Union shall be paid for such hours as required to meet with the

Employer.

5.05 At any time the Union can ask for the CUPE National Representative to be present for any meeting with the Employer.

ARTICLE 6 - DEFINITION OF EMPLOYEE

6.01 Full-Time Employee

A "full-time" employee shall be deemed to be an employee who regularly works more than forty-two (42) hours per week for a twelve (12) month period as defined in the Collective Agreement. Full-time employees shall be entitled to full benefit plan and RRSP plan.

6.02 Seasonal Employee

A "seasonal" Employee shall be deemed to be an employee who regularly works forty-two (42) for the core winter period. Seasonal employees shall be entitled to full benefit plan and RRSP plan while actively working at work with prescribed waiting period. Ability to buy into benefits is available while on layoff.

The parties agree that "full-time" and "seasonal" employees shall be entitled to the following schedule unless otherwise agreed upon by the parties.

#	Days On	Days Off	Hours per Day	Weekly Overtime
				1.5 after
1	5 days	2 days	8.4	44
2	4/3 days	3/4 days	12	44
3	4 days	4 days	11.5	44

6.03 Call-In Operator with Guaranteed Hours

Based on operational requirements for each winter season, and at the Employer's discretion, the Employer shall designate one operator per truck (one for day shift and one per night shift) for the core winter period to be guaranteed twenty-four (24) hours per week. Additional factors such as skill, ability, response to call-in record and performance record will be reviewed by the Employer when selecting the designated operators for the core winter period.

If the employee does not show up twice for their designated shift without a reasonable explanation during the contract term, he/she will forfeit his/her classification as a call-in operator with the guaranteed hours provision for the core winter period. The Employer will determine whether to retain this employee for the casual call-in classification with no guarantee of hours.

Outside the core winter period, this classification of employee will not be guaranteed any hours.

6.04 Casual Employee

A "casual" employee is an employee who works on a casual basis with no guarantee of hours of work and has no expectation to accept shifts.

6.05 Probationary Employee

A "probationary" employee shall be deemed to be a newly-hired employee who shall be considered on a probationary basis for a period of five hundred (500) hours of service from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

It is understood that no employee hired on or before the ratification of this Collective Agreement will have to move from their current employment status (ie. Full-time, Seasonal) to another status without consent of the employee.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Collective Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - STRIKES & LOCKOUTS

8.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws.

ARTICLE 9 – CHECK-OFF OF UNION DUES

9.01 It shall be a condition of continuing employment that all present and future employees of the Corporation shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

9.02 Deductions

The Employer shall deduct from employees covered by this Collective Agreement, the appropriate assessment for Union Dues as determined by the Union and owing by the employee to the Union, each payday, and forward the monies so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of employees added or deleted during that period who are subject to the payment of Union Dues as specified in this Agreement.

ARTICLE 10 - UNION REPRESENTATION AND COMMITTEES

10.01 Union Affairs

There shall be no union activity on Employer's time unless otherwise permitted by the Company and/or required by this Collective Agreement.

10.02 Union-Management Committee

In order to build a cooperative relationship between the Employer, the Union, and the employees, committee meetings will be scheduled for each project once every three (3) months, or as required, during the life of this Agreement. The Meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The Areas for discussion may include, but need not be limited to, the following:

- a) Safety measures;
- b) Matters that affect the working conditions of the Employees;

- c) Training and promotion;
- d) Hiring policies;
- e) Discipline and discharge policies; and
- f) Probationary employees and their progress.

The Employer and the Union will each appoint two (2) representatives plus the Human Resources Person and the CUPE National Representative to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 11- GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing his/her grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

11.03 Grievance Committee

The Grievance Committee shall be composed of the President or designate of the Union, the CUPE National Representative if requested by the Union, plus the Union Steward directly involved with the grievance.

11.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

Union Officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

a) Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's Supervisor.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Human Resources Professional, who shall render his/her decision within five (5) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

b) Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

11.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

11.07 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

11.09 Grievance on Safety

An employee or a group of employees who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or others of discrimination) shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

11.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

11.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

11.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step 3.

11.13 Definition of Working Days

"Working day" as used in the Grievance and Arbitration Procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 12 – ARBITRATION

12.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 11 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within ten (10) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

12.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

12.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

12.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

12.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

12.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of all fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 13 – DISCHARGE, SUSPENSION, AND DISCIPLINE

13.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within fifteen (15) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record. The record of an employee shall not be used against her/him at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.02 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of his/her steward.

13.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

13.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable by mutual agreement of the parties or in the opinion of a Board of Arbitration or Sole Arbitrator, if the matter is referred to arbitration.

13.07 Access to Personnel File

An employee who provides 48-hours' notice to the Employer shall have the right during normal business hours of the Administration office to have access to review his/her personnel file. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

13.08 An employee may be disciplined or discharge for just cause by the Employer. Just cause may include, but is not limited to:

- a) Suspension of Driver's License for other than medical reasons of an employee who is required to hold a valid Driver's License as a condition of employment. Suspension of Driver's License of a probationary employee who is required to hold a Driver's License as a condition of employment is cause for dismissal for failing to pass probation.

The parties agree to abide by the principles for the current progressive discipline plan. Any changes to the progressive discipline plan will not be made without mutual agreement between the parties at a Union-Management Committee Meeting.

ARTICLE 14--SENIORITY AND LAYOFF

14.01 The parties agree that rules respecting seniority and work opportunities are necessary in recognition of the principle that job opportunity and security should increase in proportion to length of continuous service. In order to promote awareness of work opportunities that may arise in the various components, the Employer will circulate a Memo for Posting on a periodic basis and/or whenever such work opportunities exist.

14.02 Seniority of employees shall be recognized based on each employee's date of hire. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning of employment. When two or more employees are hired on the same day numbers will be drawn from a hat to determine the order of seniority. For clarity, the number one (1) would be deemed more senior than the number two (2) and so on. A member of the Union Executive will be present at for these draws.

14.03 Seniority should be bargaining unit wide.

14.04 Seniority lists shall be maintained at all times by the Employer. Such seniority lists shall be made available to the Union as well upon request by the Union and posted quarterly.

14.05 Seniority shall govern an employee's access to work, subject to the senior employee having the necessary skill and qualifications to perform the work.

14.06 Senior employees shall have access to available work and may displace a junior employee provided they have the skill and ability to perform that work.

Where the Employer is training new employees for performance of area maintenance responsibilities, the Employer will equitably share available hours within assembly sites or marshalling yards.

14.07 Senior employees shall maximize their weekly straight time hours subject to their skill, ability, and availability.

14.08 Seniority rights shall cease for an employee who:

- a) Voluntarily resigns the employ of the Employer and does not rescind their resignation within forty-eight (48) hours only after it is considered by the Employer;
- b) Is discharged, and such discharge be not reversed through the Grievance Procedure;
- c) Fails to report on the third (3rd) day following the expiration of a Leave of Absence without reasonable cause;
- d) An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without reasonable cause;
- e) Is laid off for a continuous period of more than twelve (12) consecutive months.

14.09 When a reduction of the workforce is expected to happen as a result of a shortage of work (not related to short-term weather issues), sub-contracted employees shall be laid off first. Thereafter, probationary employees shall be laid off. If further reductions are necessary, the Employer shall layoff by reverse seniority with the less senior being laid off first.

The above considerations shall also guide the Employer when employees on layoff are recalled.

Right to Bump

An employee who is subject to layoff shall have the right to accept the layoff or displace a less senior employee from their respective seniority list from the same or different classification in a position for which they possess the minimum qualifications and requirements.

14.10 If an employee must be laid off due to lack of work at his/her regular base of operations, he/she may be offered available work at another base of operations. Seniority will govern in choosing available employees provided that ability to perform the work is satisfactory. In such an event, no travelling time or mileage shall be payable.

14.11 The Employer shall give fourteen (14) working days' notice of the need for a layoff to the Union and the employees to be laid off. When a extension is required, the company will provide such extension notice in writing on a weekly basis with a minimum of three (3) days' notice, starting with the most senior person on recall list being extended.

- 14.12** Any employee who resigns his employment shall give fourteen (14) working days' notice to the Employer to enable the Employer to hire an adequate replacement.
- 14.13** Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff took place.
- 14.14** Any employee laid off and recalled for work must return within two (2) days when unemployed and within seven (7) days when employed elsewhere after being recalled or make definite arrangements with the Employer to return.
- 14.15** Employees on layoff shall provide the Employer with current contact information (phone number, email address and mailing address), and update it as necessary. Failure to update may result in termination if the Employer is thereby unable to recall employees on layoff as per Article 14.
- 14.16** The Employer will be required to give three (3) working days' notice of layoff when equipment failure, shortage of material or other catastrophic reasons beyond the control of the Employer cause a stoppage of operation.

ARTICLE 15 – PROMOTIONS AND JOB VACANCY

15.01 Vacancy

When a vacancy occurs, or a new position is created the Employer shall notify the Union in writing and post notice of the position in the employee staff room(s) and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position.

If for some reason a vacancy is not posted immediately, the Union will be advised in writing of the reason for the delay and the length of the anticipated delay. Such delay shall not normally exceed four (4) work weeks.

15.02 Posting of Vacancies

Notice of a vacancy described in Article 15.01, shall be posted within ten (10) working days, in all departments for a minimum period of seven (7) calendar days. However, if a vacancy occurs in a job that was posted within the last four (4) months, the Employer will have the option of either posting the job again or selecting from the candidates from the previous posting.

15.03 Information in Postings

Such notice shall contain the following information; Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.04 Role of Seniority in Promotions and Transfers

Where the ability and qualifications of competing candidates are relatively equal, seniority shall govern. Selections shall be made in a fair, impartial and consistent manner.

The appointment shall be based on the following factors:

- a) Seniority; and
- b) Ability and qualifications to fill the vacancy.

Both parties recognize:

- 1) The principle of promotion within the service of the Employer; and
- 2) That job opportunity should increase in proportion to length of service.

15.05 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the expiration of the one (1) week period referred to in Article 15.01.

15.06 Priority in Filling Vacancies

In filling a vacancy required to be posted pursuant to this article, the Employer shall consider applicants in the following order:

- a) All employees in CUPE Local 5406;
- b) Any other applicants.

15.07 Trial Period

In the event the successful applicant promoted is from the bargaining unit, the employee shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.08 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

15.09 Notification to Employee and Union

Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

15.10 Explanation

When an employee is interviewed for a position and is unsuccessful in obtaining the position, the employee shall be provided with the reasons verbally by the Employer, if requested by the Employee. The employee shall be allowed Union Representation present if requested by the employee.

ARTICLE 16 - WORK OF THE BARGAINING UNIT

16.01 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs, paid or unpaid, which are included in the bargaining unit, except in cases mutually agreed upon by the parties or for instructional purposes and in an emergency situation where no bargaining unit member is available.

ARTICLE 17 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

17.01 The Employer will grant leaves of absence without pay, not to exceed one (1) week unless time is mutually agreed upon. Operational and seasonal requirements of the Employer shall be considered when granting leave. Reason for leave must be for one of the following reasons:

- a) Marriage of the employee;
- b) Sickness in the employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 17.02;

- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

17.02 An employee will be granted a four (4) day leave of absence with pay, at the employee's prevailing hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, legal dependent, parent, parent-in-law, legal guardian, brother, or sister. An employee will be granted a one (1) day leave of absence of pay, at the employee's prevailing hourly rate, to make arrangements for and to attend the funeral of the employee's grandparent, grandchild, brother-in-law, sister-in-law, or grandparent-in-law. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

17.03 Each Full-Time Permanent employee shall receive four (4) days of paid sick leave per year. Each Seasonal employee shall receive two (2) days of paid sick leave each year. The Employer shall pay any employee with unused sick time fifty percent (50%) of the value of the sick time. Such payout will be made on an annual basis.

17.04 In no case may an employee be deprived of the leave to which he is entitled under the *Employment Standards Act* or any other applicable legislation.

17.05 Leave of Absence for Union Functions

Leave of absence, without pay or loss of seniority, shall be granted by the Employer for three (3) representatives of the Union, providing that application is made to the Employer two (2) weeks before the date of request.

Employees on leave of absence for Union Business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.

ARTICLE 18 - HOURS OF WORK

18.01 Day Shift – Road Maintenance/Graders

The basic work week for Road Maintenance employees on the day shift, consists of forty-two (42) hours, Saturday through Friday, from 6:00 a.m. to 6:00 p.m., including a one-half (1/2) hour paid lunch period per shift.

18.02 Night Shift – Road Maintenance/Graders

The basic work week for Road Maintenance employees on the night shift, consists of forty-two (42) hours, Saturday through Friday, from 6:00 p.m. to 6:00 a.m., including a one-half (1/2) hour paid lunch period per shift.

18.03 Day Shift – Foreman

The basic work week for Foreman employees on the day shift, consists of forty-two (42) hours, Saturday through Friday, from 6:00 a.m. to 6:00 p.m., including a one-half (1/2) hour paid lunch period per shift.

18.04 Night Shift – Foreman

The basic work week for Foreman employees on the night shift, consists of forty-two (42) hours, Saturday through Friday, from 6:00 p.m. to 6:00 a.m., including a one-half (1/2) hour paid lunch period per shift.

18.05 Mechanics

The basic work week for Mechanics and Grader employees consists of forty-two (42) hours, Saturday through Friday, from 7:00 a.m. to 3:54 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

18.06 Summer Hours

The basic work week for all employees consists of forty-two (42) hours, Saturday through Friday, from 7:00 a.m. to 3:54 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

18.07 Rest Periods

There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes duration each, daily, one in the first half of their shift and the second in the later half of their shift. The employee shall also receive his full accommodation allowance if and when applicable.

18.08 Modifications

Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the Pre-Job Memorandum subject to Article 15.

18.09 Religious Convictions

Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because religious convictions.

18.10 Show-Up Time

An Employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours pay at his/her prevailing hourly rate

except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours pay. The employee shall also receive his full accommodation allowance if and when applicable.

18.11 Starting Work

An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours pay at his prevailing hourly rate. The employee shall also receive his full accommodation allowance if and when applicable.

18.12 Call-Back

An employee who is called back to work in the same day after leaving work will receive a minimum of three (3) hours pay at the prevailing hourly rate.

ARTICLE 19 - OVERTIME

19.01 All time worked outside of a regularly scheduled shift shall be overtime.

19.02 Overtime shall be compensated at a rate of one and one-half (1 ½) times the regular hourly rate.

- 19.03** a) Scheduled overtime not attached to a regularly scheduled shift shall be offered to qualified permanent employees prior to being offered to any temporary employees.
- b) When overtime is required which is not attached to a regularly scheduled shift, the following rules shall apply:
- i) If the overtime is required for work done by a particular unit or assignment, it shall be offered first, by seniority, to those permanent employees who hold the unit or assignment required to perform the overtime work;
 - ii) If overtime is required which does not entail a particular unit or assignment, it shall be offered by seniority to the qualified permanent employee able to perform the work;
 - iii) If there are no permanent employees available to perform the overtime work, overtime shall be offered to temporary employees.

19.04 Overtime and Banking

An employee shall have the option of accumulating overtime, rather than being paid for such time. Should the Employee wish to accumulate overtime, the employee shall advise their Supervisor within twenty-four (24) hours of the working of such overtime. Overtime may be taken as paid leave, at the rate in effect when the time was worked, at any time mutually agreeable to the Employer and the employee. Accumulated overtime shall not exceed eighty-four (84) hours at any time. Any remaining hours in the bank at the end of the calendar year will be paid out to the employee. It is expected that the employee use their bank time in clocks of forty-two (42) hours unless otherwise approved by the Supervisor.

ARTICLE 20 – PUBLIC HOLIDAYS

20.01 The following are recognized as holidays under this Collective Agreement:

New Year's Day	Ontario Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Civic Holiday (First Monday in August)

20.02 Any additional statutory holiday declared by Provincial or Federal Government shall be covered by the provisions of this Article. As of August 2017, Civic Holiday will be deemed to be a public holiday for the purpose of this Agreement.

20.03 If an employee is required to work on a holiday, he/she shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

ARTICLE 21 – VACATIONS, HOLIDAY, VACATION PAY, AND SCHEDULING

21.01 Holiday Pay (Public Holidays)

The Employer agrees to add four percent (4%) of gross earnings to the pay cheque of each employee for holiday pay as agreed upon herein and in accordance with the regulation set by the Employment Standards Branch, Ministry of Labour.

21.02 Vacations and Vacation Pay

Vacation pay is based on gross pay and calculated as follows:

- a) Four percent (4%) during probation;
- b) Six percent (6%) after probation;
- c) Eight percent (8%) upon completion of seven (7) years of employment;

d) Ten percent (10%) upon completion of twenty (20) years.

Employees shall receive vacation pay on each pay cheque throughout the year.

Upon completion of probation, the Employer may, in its sole discretion, elect to recognize prior experience for the purpose of vacation and holiday pay amounts.

21.03 Vacation Schedule

Vacations may be taken at any time during the year with the approval of the Employer.

The sign-up period for vacation for employees is January 1-15 for the current year. The Employer will approve and post the vacation schedule by January 31st.

Requests made outside this period will be considered based on a first come and first serve basis.

If there is a conflict between employees as to their choice of vacation time during the sign-up period identified above, then seniority shall govern.

ARTICLE 22 - HEALTH & WELFARE

22.01 Insured Benefits Summary

EMPLOYEE LIFE INSURANCE	
Employee Life Insurance	100% of annual earnings to a maximum of \$100,000, reducing by 50% at age 65 The minimum amount of Employee Life Insurance is \$1,000

DEPENDENT BASIC LIFE INSURANCE	
Spouse	\$5,000
Child	\$2,500
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000 for you or your spouse, subject to approval of evidence of insurability.

	If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum.
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EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT	
Employee Accidental Death, Dismemberment and Specific Loss (Principle sum)	\$100,000

LONG TERM DISABILITY INCOME BENEFITS	
Waiting Period	120 Days
Amount	66 2/3% of your monthly earnings to a maximum benefit of \$1,000

HEALTH CARE	
Calendar Year Deductible <i>(per persons/per family)</i>	Nil
Maximums	
Overall health maximum:	Unlimited
Your Co-Insurance	
Prescription Drugs:	90% or as indicated on your benefits confirmation statement.
Footwear- custom made boots and shoes and orthopedic shoes:	50%
All Other Health Benefits:	80% or 100% as indicated on your benefits confirmation statement
Your Plan Covers	Maximum Plan Pays
Prescription drugs	
Smoking cessation drugs:	\$500 per lifetime
Fertility drugs:	\$5,000 per lifetime
All other drugs:	Unlimited
Hearing care	\$2,000 per covered person every 5

	calendar years
Orthotics/Orthopedic footwear Custom boots and shoes:	\$450 every calendar year paid at 50%
Orthopedic shoes:	\$450 every calendar year paid at 50%
Custom orthotics:	\$200 every calendar year paid at 100%
Private duty nursing	\$10,000 every calendar year
Paramedical Practitioners Chiropractor Chiropracist/Podiatrist* Naturopath Osteopath Physiotherapist Acupuncture Registered Massage Therapist Speech Therapist Psychologist/Social Worker /Counsellor/Master of Social Work	\$600 every calendar year per type of practitioner *Podiatry services are not eligible until your provincial health insurance plan annual maximum has been exhausted

VISION CARE
The available options for vision care coverage (exclusive of eye exams) is one of the following amounts as indicated on your benefits confirmation statement : Prescription eyeglasses, contact lenses or laser eye surgery:
\$300
Your vision care maximum is every twenty-four (24) consecutive months (every twelve (12) consecutive months for dependent children age seventeen (17) years of age and under)
Medically necessary contact lenses - \$100 every twenty-four (24) consecutive months (every twelve (12) consecutive months for dependent children age seventeen (17) years of age and under) in addition to the maximum shown on your benefits confirmation statement
Eye Exams - \$95 every twenty-four (24) consecutive months

DENTAL CARE			
Calendar Year Deductible		Nil	
Dental Fee Guide		Current Provincial Dental Association Fee Guide for General Practitioners in the province where services are rendered.	
Your Co-Insurance			
Plan	Services	Maximum per Calendar Year	Co-Insurance
C	Basic and Comprehensive Basic	\$1,500	100%
	Major restorative	\$1,500	50%

22.02 Change of Benefits

The benefits outlined in this Article shall not be reduced from the current level without the approval of the Local.

22.03 Registered Retirement Savings Plan (RRSP)

The employer will contribute one dollar (\$1.00) for every hour worked to a RRSP Plan for Full-Time and Seasonal employees.

ARTICLE 23 - HEALTH & SAFETY

23.01 It is the intent of the parties to have working conditions that are safe and healthy.

23.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

23.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.

23.04 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

23.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

23.06 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation

provided for by the Employer.

23.07 All safety matters shall be handled in accordance with the *Occupational Health and Safety Act*, the applicable regulations, other applicable legislation, and the Employer's Safety Program.

23.08 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer. The employee will have the right to choose the gender of the physician providing the second opinion.
- b) Modified duties will align with the restrictions provided by the attending physicians.
- c) The Employer is not required to offer overtime hours to employees on Modified Work Programs.

23.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may implement a Drug and Alcohol Policy that complies with legislation.

23.10 Health and Safety Committee

- a) A Committee will be established to address matters concerning safe work conditions, and practices and to maintain a cooperative effort for the safety of the workforce. Meeting notes will record the business of each meeting and copies will be distributed as the Committee determines.
- b) The Employer and the Union will each appoint representatives to the Committee.

ARTICLE 24 – CLASSIFICATIONS AND RATES OF PAY

24.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A". It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in this Collective Agreement.

24.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates of pay for same shall be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing

and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in this Collective Agreement.

24.03 Whenever used in this Agreement, the following definitions shall apply:

- a) "Regular hourly rate" shall mean hourly compensation paid to an employee outside of overtime and includes the base wage rate and any hourly shift allowances and hourly premiums.
- b) "Prevailing hourly rate" shall mean hourly compensation paid to an employee inclusive of overtime.
- c) "Wages" shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, but specifically excludes any accommodation allowances, daily travel or travel allowances, and safety awards.
- d) "Gross earnings" shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

24.04 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the follow applies:

- a) Employer errors – If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.
- b) Employee errors and Employer errors for lesser amounts will normally be corrected on the next pay.

24.05 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

ARTICLE 25 – MILEAGE AND OUT-OF-TOWN WORK EXPENSES

- 25.01** When employees are required by the Employer to use their own vehicles in the performance of their duties, they shall be reimbursed the greater of the Employer Policy or fifty cents/km (\$0.50) for all distance driven for Employer business purposes.
- 25.02** In addition, out of town employees shall be paid fifty dollars (\$50.00) a day for living out allowance.
- 25.03** The Employer will pay for expenses that arise from tolls and ferries for daily, initial, and final travel.
- 25.04** The Employer agrees to provide employees on travel status (that is, employees who are away from their residence and reside in temporary quarters) with adequate room and board.

25.05 Marshalling Points

A marshalling point shall be defined as a mandatory meeting place where all employees are required to assemble at a certain time and then are transported to the job site or camp.

All time from the marshalling point to the job site will be considered time worked and employees shall be paid at their prevailing hourly rate. An employee's marshalling point shall not be changed without mutual agreement of the employee and the Employer.

ARTICLE 26 – DRIVER'S ABSTRACT

- 26.01** The Employer shall pay the costs of driver's abstracts for an existing employee.

ARTICLE 27 – GENERAL

27.01 Tool Allowance

The Employer will provide an annual tool allowance of up to five hundred dollars (\$500.00) for all Mechanics, must be approved by the Mechanical Superintendent and the employee must provide receipts. No such request shall be unreasonably denied.

27.02 Safety Boot Allowance

The Employer will provide an annual safety boot allowance of up to one hundred fifty dollars (\$150.00) for Full-Time and Seasonal employees. Employees are required to provide receipts for reimbursement.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

The term of this Agreement shall be from September 7, 2018 to September 6, 2021 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

28.02 Retroactivity

Increases to the salary schedule shall be retroactive to September 7, 2018. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between September 7, 2018 and September 6, 2021, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavor to provide all retroactivity within thirty (30) days of the Interest Arbitrations Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.


All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

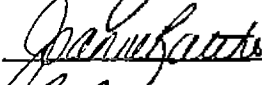
All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

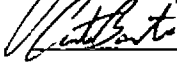
IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

Signed _____ day of _____, 20_____.

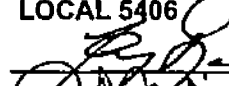
For AEL, A DIVISION OF EMCON SERVICES INC.







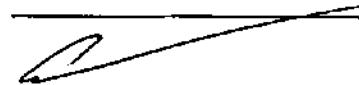


For the CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5406









SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

CLASSIFICATIONS	17-SEP-07 to 18-SEPT-06	18-SEP-07 to 19-SEPT-06 (2.75%)	19-SEPT-07 to 20-SEP-06 (2.25%)	20-SEP-07 to 21-SEP-06 (2%)
General Labourer	\$16.48	\$16.93	\$17.31	\$17.66
DZ Driver	\$22.15	\$22.76	\$23.27	\$23.74
AZ Driver	\$23.18	\$23.82	\$24.35	\$24.84
Senior Driver, Grader Operator	\$23.85	\$24.51	\$25.06	\$25.56
Working Foreman	\$25.76	\$26.47	\$27.06	\$27.61
Licensed Mechanic	\$30.50	\$31.34	\$32.04	\$32.68
Mechanic Lead Hand	\$31.50	\$32.34	\$33.04	\$33.68

Mechanic Apprentices are paid the greater of their previous rate if employed by the Employer or according to the apprentice scale below:

Start	70%
1800 hours	75%
3600 hours	85%
5400 hours	90%

SCHEDULE "B"
PROGRESSIVE DISCIPLINE

Step One: Verbal Warning

Disciplinary action that is intended to draw the Employee's attention to their misconduct.

Step Two: Written Warning

A statement given to an employee by a delegated manager or supervisor outlining:

- A. The nature of the misconduct;
- B. The corrective action expected of the employee; and
- C. A description of the disciplinary action that may be taken if the misconduct continues.

Step Three: Suspension

An enforced, temporary removal of an employee from duty without pay.

Final Step: Termination

The enforced cessation of employment.