

Agreed to Items #1
EMCON and CUPE Local 5406
September 17, 2021

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)
National Day for Truth and Reconciliation	

21.01 Holiday Pay (Public Holidays)

The Employer agrees to add four point four percent (4.4%) 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.

In the event that additional holidays are added, the parties agree to increase the prescribed percentage in 21.01 by point four percent (0.4%) for each additional holiday added.

26.02 -Driver's Medical

If in the course of an employee's duty (permanent full-time and returning seasonal) they are required by the employer to obtain or possess an AZ or DZ license, the Employer shall grant up to and including One Hundred and Fifty Dollar (\$150.00) as required to offset the cost of the required physical to maintain such license, the employee will supply the employer a receipt for such medical examination.

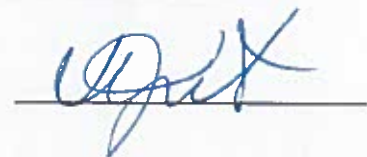
ARTICLE 5 – Employer/Union Relations

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 no more than five (5), One of those members being the President of the Local.*

For the Union:



For the Employer



**Agreed to Items #2
EMCON and CUPE Local 5406
September 20, 2021**

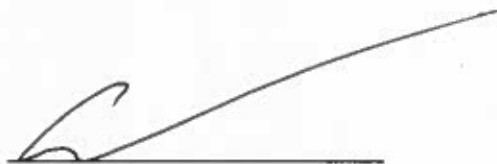
17.03 Each Full-Time Permanent employee shall receive five (5) days of paid sick and appointment leave per year. Each Seasonal employee shall receive two and a half (2.5) days of paid sick and appointment leave each year. The Employer shall pay any employee with unused sick and appointment time fifty percent (50%) of the value of the sick and appointment time. Such payout will be made on an annual basis.

19.03 iv)The most senior employee who misses an overtime opportunity as a result of the protocol of Article 19.03 not being properly followed shall receive fifty percent (50%) wages of the shift they were not called in for as a remedy.

25.02 In addition, out of town employees shall be paid ~~forty dollars (\$40.00)~~ ~~fifty dollars (\$50.00)~~ sixty dollars (\$60.00) a day for living out allowance. Beginning Sept 7, 2022 the amount of living out allowance will increase in accordance with the wage increase each year.

27.02 The Employer will provide an annual safety boot allowance of up to one hundred seventy five dollars (175.00) for Full-time and Seasonal Employees. Employees are required to provide receipts for reimbursement. Beginning Sept 7, 2022 the amount of boot allowance will increase in accordance with the wage increase each year.

For the Union:



For the Employer



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. Job postings shall be forwarded to the Union at time of posting.
- 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 not currently on layoff shall have access to available work and may displace a junior employee provided they have the skill and ability to perform that work based on the following order of Seniority:
- i. Full-Time or Full-Time Seasonal employees based at marshalling point where available work is being offered that is specific to that Marshalling Point
 - ii. On-Call or Casual employees based at marshalling point where available work is being offered that is specific to that marshalling point
 - iii. Employees within a work area where available work is being offered that is specific to that work area
 - iv. Bargaining Unit wide
 - v. Where available work being offered is not specific to a marshalling point or work area, work shall be offered Bargaining Unit wide

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 within the marshalling point (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 within their respective seniority-list employee definition as per Article 6 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 marshalling point ~~base of operations~~, he/she may be offered available work at another marshalling point ~~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.

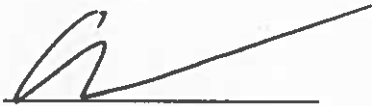
14.11 The Employer shall give fourteen (14) working days' notice of the need for a layoff to the Union and the employees to be laid off. When an extension is required, the company will provide such extension notice in writing on a weekly basis with a minimum of three (3) days' notice, starting with the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

14.12 Any employee who resigns his employment shall give fourteen (14) working

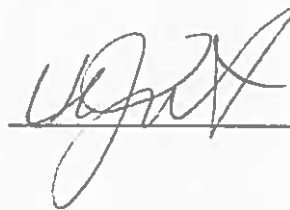
days' notice to the Employer to enable the Employer to hire an adequate replacement.

- 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.

For the Union:

A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' followed by a long horizontal line extending to the right.

For the Employer

A handwritten signature in black ink, appearing to be 'W. J. H.' with a large, looping flourish underneath that extends below the horizontal line.

Agreed to Items #4
EMCON and CUPE Local 5406
November 25, 2021

6.01 – Full Time Employee

A “full-time” employee shall be deemed an employee who regularly works forty-two (42) hours per week or more for both the Summer and Winter Components and has completed the probationary period. Full time employees shall be entitled to full benefit plan and RRSP plan under this agreement after completing 250 hours worked.

6.02 Seasonal Employee

A “seasonal employee” shall be deemed to be an employee who regularly works forty-two (42) hours per week or more for either the winter component or summer component but not year-round. Seasonal employees shall be entitled to full benefit plan and RRSP plan while actively working at work after completing probationary period of 250 hours worked. Ability to buy into benefits is available while on layoff.

Article 6.03 – Call-In Operator

Based on operational requirements for each winter season, and at the Employers discretion, the Employer may designate one operator per truck (one per day shift and one per night shift) for the core winter period. The employee shall make themselves available for a 12-hour period as designated by the Employer. Standby Operators shall be paid the rate of daily On-Call rate as prescribed in Article 18.13. Periods of unavailability may be scheduled ahead of time without penalty, but there will be a forfeiture of the daily on-call rate. Failure to respond will be handled through a 3 strike system. First offence results in the loss of 3.5 days of standby payment; second offence results in the loss of 7 days of standby payment; third offence results in being moved to casual call in operator status.

Article 6.06 – Live in Operator

A Live-in Operator is an employee who would be posted on a seasonal basis to work at a marshalling point that is in excess of 100km of their usual place of residence and is assigned to live in company provided residence. Live-in Operators will get \$25.00 per day for locations where meals are not provided. If Live-In Operator usually resides in excess of 500km of from assigned marshalling point they will be provided transportation (or equivalent cash value) to and from their usual place of residence at the beginning and end of the season. Live-in operators shall be entitled to same benefits and provisions provided to all other Full-Time and Seasonal Employee, subject to 250 hour waiting period. Live-in Operators shall have access to the use of company vehicles for personal use as per Appendix A.

18.01 – Dayshift shall consist of hours worked between 6:00 am and 6:00 pm and consist of 42 hours per week

18.02 – Nightshift shall consist of hours worked between 6:00 pm and 6:00 am and consist of 42 hours per week

18.03 – Shifts worked between October 22 to April 22 the following year inclusive defined as the Core Winter Period shall have a paid 30 minute lunch break

18.04 – Shifts worked between April 23 and October 21 defined as the Core Summer Period –which includes the transitions periods shall have an unpaid 30 minute lunch break

18.05 – The basic work week for Mechanics shall consist of 42 hours per week between the hours of 6:00 am and 6:00pm shall have a 30 minute unpaid lunch break

18.06 – No employee shall be required to change from nights to days or days to nights with less than 54 hours consecutive hours off work.

Article 18.13 - On-Call

1. Mechanical – If required to be on call (Core Winter Season) the employee shall be paid an amount equal to 1 hour of their current wage/day on a scheduled day of work and an amount equal to 2 hours/day on a scheduled day off. A company vehicle shall be provided. Call out response time should be within 1 hour and shall be paid for any hours worked in accordance with article 18.12
2. Summer Component Operations Coverage – If required to be on call during the summer component an employee shall be paid an amount equal to 1 hour of their current wage/day for a day they are already scheduled and an amount equal to 2 hours wages/day on an unscheduled day. A company vehicle and phone will be provided. Call out response time should be within 1 hour and shall be paid for any hours worked in accordance with article 18.12.
3. Winter Component Operations Coverage – If required to be on call by the Employer, an operator shall be paid 2 hours of their current wage/day. No company vehicle will be provided. On call employees shall be paid for any hours worked in accordance with article 18.12. Call out response should be within 30 minutes.

An On-call schedule will be posted at the beginning of each of the 4 week cycles.

18.14 – Work Schedules

#/Name	Days On	Days Off	Hours/Day
Five-Two	5	2	8.4
Four and Three	4	3	10.5
4/3/3/4 Modified	4/3	3/4	12

18.15 Flex Schedule Winter Schedule

- (1) Employer will assign operator to a truck and route for the season (exceptions may occur based on operations and potential emergencies).from October 22 to April 22 ~~and is~~ to be available for up to 12 hours a day for the block of 6:00 to 6:00 and 7 days a week, guaranteed 84 hours per pay cycle. Any hours worked over 84 per pay cycle is considered overtime.
- (2) Operator will be given a flexible shift pattern of 4 days on 3 off from 6:30 to 5:00. Rotating on a four-week basis from days to nights
- (3) Operators may remain at home unless informed they are required to attend work for their designated shift. Whether at home or attending work, a designated shift will be considered 10.5 hours worked.
- (4) If a schedule change by the Employer is required they will notify the Employee at least (24) twenty-four hours in advance of the change.

Schedule changes made with less than (24) twenty-four hours of notice shall only occur with consent of the Employee. No Employee will be penalized as a result of not consenting to these changes.

The company will provide a two weeks schedule (rotation from days to nights and nights to days will occur on a 4 week cycle), the first change during the 2 week schedule will provide the employee affected with an alternate day off by mutual consent as long as it is communicated to the employee with at least 24 hours notice. Any additional changes during the 2 week schedule period, the employee will have the choice of working the shift as OT or taking a mutually agreed upon day off in lieu of the day at OT rate or put the time in their lieu bank provided there is available room in their room in the bank.

Operator will be required to come in for operations for any activity that falls under the MMIS code beginning with #7 defined by the MTO during their designated shift of nights or days regardless of if it is normally considered a day off, unless specific prior arrangements have been made though the company LOA process.

Article 19 - Overtime

19.01 – Overtime is defined as:

- i) Any hours worked outside of a regular shift as defined in Article 18 shall be overtime
- ii) Any hours worked over 42 hours per week shall be considered overtime unless otherwise explicitly stated within this agreement

Article 22.01

The company will provide an EFAP program, to be active no later than 1 month after ratification of the collective agreement.

Article 22.03

2% for under 12 months service for total wages inclusive of base wage, holiday and vacation pay

4% for over 12 months service for total wages inclusive of base wage, holiday and vacation pay

The Employer will ensure no current employee as of ratification is disadvantaged by this change of plan. At minimum, each current employee as of ratification will receive \$1.00 RRSP contribution per hour.

Wages

3.00% year 1 across the board and all classifications retroactive to September 8, 2021

2.75% year 2 across the board and all classifications

Mechanical wage match with Thunder Bay (Market adjustment)

\$34.75 September 2021, \$35.45 September 2022 agreed

Article xxx - Retention

All Seasonal employees with at least 1 year of service will receive a retention bonus of \$250.00

All Full-Time year round employees with at least 1 year of service will receive a retention bonus of \$500.00

Retention bonus to be paid out at the end of the core winter period annually.

The company will provide each FT and FT seasonal maintenance operator with less than 2 years seniority (as of ratification) a total payment of \$4,000.00. \$1,500.00 payable within 30 days after ratification of this collective agreement and \$2,500.00 on the first payroll after April 22, 2022. To be eligible for the second payment, the employee must remain employed and actively working as of April 22, 2022. Employer issued seasonal layoff not included.

The company will provide each FT and FT seasonal maintenance operator with 2 or more years seniority (as of ratification) a total payment of \$5,000.00. \$1,500.00 payable within 30 days after ratification of this collective agreement and \$3,500.00 on the first payroll after April 22, 2022. To be eligible for the second payment, the employee must remain employed and actively working as of April 22, 2022. Employer issued seasonal layoff not included.


Must be employed on date of ratification to be eligible for the payments.

Applies to all FT and FT Seasonal Maintenance Operators that are moving to the flex schedule during the core winter period, we will also include Grader Operators that are moving to the flex schedule.

All Casual or On Call Employees who wish to become FT Seasonal Maintenance Operators will have the right to do so and shall receive the above mentioned signing bonus so long as they indicate their intentions to do so to the Employer within 14 days of the ratification of this agreement.

Company will provide a 3 in 1 jacket for all current employees as of date of ratification

For the Union:

A handwritten signature in black ink, appearing to be "A. B.", written over a horizontal line.

For the Employer:

A handwritten signature in black ink, appearing to be "J. P.", written over a horizontal line.

Appendix A

Personal Use of Company Vehicles

Live in staff will be permitted to use a Company Vehicle in order to conduct limited personal business in the community they are assigned to. This access will be approved and monitored by the Area Road Superintendent on an individual basis.

All Company vehicles are appropriately signed with corporate logos, have applicable lighting to each contractual requirement in each province. To this end, these units are to be operated safely in following all Highway Traffic Act Laws and Regulations of the Province.

The use of Company Vehicles is restricted to employees of the Company only.

Employees are required to advise of intent of use, return unit to the appropriate yard at end of use following all protocol, including Covid-19 cleansing and refueling.

The Company will consider any unauthorized use of vehicles as the equivalent of theft and the driver may be held responsible (liable) for any consequences of accidents.

Employees driving company vehicles may be observed on a random basis, after call complaints, and after an accident. If negative results are found, disciplinary action up to and including termination of employment may be required.

I, the undersigned have read, understand and agree to comply with this policy.

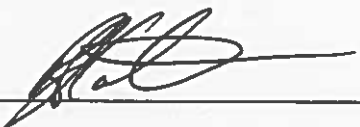
Employee Name:

Signature:


Date:

Supervisor Signature:

For the Union:



For the Employer:



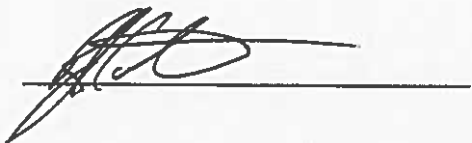
Appendix B

Flagging Safe Work

Routine works required traffic control for the safety of our staff as well as the travelling public. In order to ensure that continuous required coverage is obtained the following requirements will make up the TCP section of each pre-job meeting for presentation to staff prior to starting work projects.

1. When completing routine works which allows for breaks, and travel from site to site through a days work (ie: washouts, patching, post repairs, etc) the minimum standard of two traffic control persons will be maintained. As all staff will be expected to be trained in TCP the other staff are able to spell off if breaks are needed. This is to be communicated by the staff member to his/her colleagues.
2. Employees will be dispatched into a team of two (2) staff at minimum this will apply when a job is expected to take three hours or less.
3. If expected to take more than four hours – employees will be entitled to have a ten (10) minute break away from the roadside (example – taken in a truck off site or off road), a 30 minute meal break as per ESA. A relief TCP will be able to attend scene, this may be the WRF, other colleagues that are in the vicinity, or the possible break of the crew.
4. During incident response/accident scenes the availability of a third relief flagger is required once a determination is made on the extent of the closure or traffic control requirement. On scene staff are to report to their direct Supervisor all information to the effect of time on scene expected.
5. During winter season traffic control a relief flagger will be dispatched to any job requiring longer than three hours and/or temperature is expected to be less than -18 C for the duration of the work. A second vehicle is also dispatched in these instances.
6. Employees are required to dress for the appropriate weather situations in all season as this is all outdoor works.
7. Working Road Foreman are to monitor the roadside traffic control for adherence to the above noted best practice. Employees are to advise of any issues they have on scene to the direct Supervisor.

For the Union:



For the Employer:

