

COLLECTIVE AGREEMENT

BETWEEN

GFL Environmental Services Inc.

(the “Company”)

AND

TEAMSTERS, LOCAL 927

(the “Union”)

February 5, 2025 – February 4, 2028

I N D E X

	<u>PAGE</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - DUES CHECK-OFF	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - GRIEVANCE PROCEDURE	3
ARTICLE 5 - ARBITRATION	5
ARTICLE 6 - NON-INTERRUPTION OF WORK	6
ARTICLE 7 - PROBATIONARY PERIOD	6
ARTICLE 8 - SENIORITY	6
ARTICLE 9 - LAYOFF AND RECALL	8
ARTICLE 10 - LEAVES OF ABSENCE	9
ARTICLE 11 - WAGES	11
ARTICLE 12 - UNION REPRESENTATION	12
ARTICLE 13 - HOURS OF WORK	13
ARTICLE 14 - OVERTIME	16
ARTICLE 15 - HOLIDAYS	20
ARTICLE 16 - VACATION	21
ARTICLE 17 - SAFETY AND PROTECTIVE EQUIPMENT/CLOTHING	23
ARTICLE 18 - DISCIPLINE AND DISCHARGE	25
ARTICLE 19 - BENEFITS AND PENSION	26
ARTICLE 20 - NO DISCRIMINATION	28
ARTICLE 21- MISCELLANEOUS	28
ARTICLE 22 - DURATION OF AGREEMENT	30
APPENDIX 1 - PAY CLASSIFICATIONS	32
MEMORANDUM OF AGREEMENTS	

ARTICLE 1 – RECOGNITION AND PURPOSE

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for the bargaining unit described in L.R.B. No. 4766 issued by the Labour Relations Board (Nova Scotia) dated December 7, 1999, as amended by L.R.B. No. 6229 dated October 10, 2008, which bargaining unit consists of all full-time and regular part-time employees of the Company, employed at Dartmouth, Sydney, Trenton, and Port Hawkesbury locations, but excluding supervisors, managers, office employees, casual employees and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act.
- 1.02 PURPOSE - The objects of this Agreement are to maintain a harmonious relationship between the Employer 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 - DUES CHECK-OFF

- 2.01 The Company will deduct from the earnings of each employee who has completed the probationary period, the following amounts:
- (a) the Union's monthly union dues,
 - (b) the Union's initiation fees, and
 - (c) any dues which are in arrears.

The Financial Secretary of the Union shall certify in writing to the Company the amounts to be deducted from each employee under these three categories of deductions.

- 2.02 The aggregate of amounts to be deducted in any month from an employee's earnings pursuant to Article 2.01 shall not exceed two (2) times the amount of monthly union dues. (In other words, the aggregate of the amounts to be deducted under Article 2.01(a), (b) and (c) shall not exceed two (2) times the amount deducted pursuant to Article 2.01(a) in any month.)

- 203 Any amounts deducted by the Company pursuant to Article 2.01 will be remitted to the Financial Secretary of the Union no later than thirty (30) days following the end of the month in which they were deducted.
- 204 The Company will, at the time of remitting the deductions, specify the employees from whose earnings deductions were made, with the addresses and telephone numbers which the Company has on record for such employees, and the amount deducted in respect of each such employee. For those employees who have no deductions, the Company will indicate why there were no deductions. The Company will also indicate what employees have ceased employment during the month for which deductions are being remitted and the circumstances of any cessation of employment (dismissal, resignation, retirement or death).
- 205 The Company will report on the T4 slips issued to each employee the yearly total of amounts deducted pursuant to Article 2.01 from that employee's earnings.
- 206 In consideration of the Company deducting and remitting amounts to the Union, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Article.

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 The Union agrees that it shall be the exclusive right of the Company to manage the business and the operation in all respects, unless expressly restricted in this Collective Agreement. The Company reserves all rights not specifically restricted by the provisions of this Collective Agreement, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter rules and regulations to be observed by employees, which are not in conflict with any provision of this Collective Agreement; in accordance with article 3.03 of this agreement.

- (c) direct the working forces, determine the number of employees, if any, needed from time to time and determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and demote; and
- (e) discipline, suspend or discharge for cause.

302 Management rights shall be exercised in a manner not inconsistent with the provisions of this Agreement.

303 When the Company issues a new policy, or amends an existing policy, which policy is to be observed by employees, a copy of the new or amended policy shall be provided to the Union at least fourteen (14) days in advance of the effective date of the new or amended policy. (It is understood that standard operating procedures are not policies.) If the Union wants to discuss any new policy or any amendment to the existing policy, it shall so advise the Company and a meeting for that purpose shall be held as soon as practicable.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 Policy Grievance

The Company or the Union may file a policy grievance (or a grievance on behalf of an employee or a group of employees) concerning the interpretation, application, operation or alleged violation of the Collective Agreement by the other party. A policy or group grievance shall be filed in writing within five (5) work days of the time the circumstances upon which the grievance is based were known or should have been known by the party filing the grievance. A meeting will be held between the parties within thirty (30) days of the date of filing. If it is not resolved at that meeting, either party may refer the grievance to Step 4 within thirty (30) calendar days of the meeting.

- 4.02 The parties to this agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible.

The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

- 4.03 Grievances or complaints arising under this Agreement shall be adjusted or settled as follows:

STEP ONE:

Whenever an employee has a complaint or grievance, such employee, together with his steward shall first discuss his complaint or grievance with his supervisor. The supervisor shall give his decision within five (5) working days following the presentation of the complaint or grievance to him. If the supervisor's decision is not satisfactory to the employee, then the complaint or grievance may be presented as follows:

STEP TWO:

Within five (5) working days after the decision at Step One, the aggrieved employee, together with his steward, may present his grievance in writing at a meeting with the Dartmouth or Sydney Manager, as applicable, or their designate. The manager shall render his decision in writing within five (5) working days. If settlement satisfactory to the employee is not reached, the grievance may be presented as follows:

STEP THREE:

Within five (5) working days, the steward and the employee may present the grievance in writing at a meeting with the General Manager or his/her designate (the Union's business agent may attend this meeting). The General Manager or his/her designate shall render his/her decision in writing within five (5) working days from the date of the meeting that was held at Step Three. Subject to operational requirements, meetings at Step Three will be held within five (5) working days of presentation of the grievance. Individual

grievances that are similar may be considered as a group and may be responded to by the Company as a whole.

STEP FOUR:

If settlement of the grievance is not completed within the time limit set above, the grievance may be referred by either party to arbitration.

The party desiring to submit the grievance to arbitration shall so notify the other party, in writing, within twenty-one (21) calendar days from the date of the receipt of the Step Three response.

- 4.04 If a grievance is not submitted or advanced from one step to another within the time limits in this Article, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual agreement in writing between the parties.
- 4.05 For the purpose of this Article, “working day” means Monday to Friday (inclusive), but excluding the general holidays referred to in the Holidays article of this Agreement.

ARTICLE 5 - ARBITRATION

- 5.01 A matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement may be referred by either party to arbitration.
- 5.02 The party desiring to submit a matter to arbitration shall notify the other party in writing in accordance with Step Four of the grievance procedure. The parties shall attempt to agree on the appointment of a single arbitrator and if they are unable to agree within thirty (30) days, then either party may request the Minister of Labour of the Province of Nova Scotia to appoint the arbitrator.
- 5.03 The arbitrator shall not have jurisdiction or the authority to alter or modify any of the provisions of this Agreement, or to give any decision inconsistent with the terms and

provisions of this Agreement. The decision of the arbitrator will be final and binding upon the parties and the employees affected by it.

504 Each party shall pay its own costs and the fees and expenses of its witnesses. The fee and expenses of the arbitrator shall be equally shared between the parties.

ARTICLE 6 - NON-INTERRUPTION OF WORK

6.01 During the term of this Agreement, there will be no lock-out by the Company or any strike, slow-down, work stoppage, or suspension of work, either complete or partial, for any reason, by the Union or members of the bargaining unit.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 New employees will be considered as probationary employees until they have completed ninety (90) days worked. The Company may extend an employee's probationary period for cause by thirty (30) days worked, in which case the Union Steward shall be advised of the extension as soon as reasonably practical and always within three (3) working days.

7.02 A probationary employee can be dismissed if the Company decides that the employee is unsatisfactory.

ARTICLE 8 - SENIORITY

8.01 Seniority is defined as length of time in the bargaining unit, and shall be site specific in respect to either the Dartmouth, Sydney, Port Hawkesbury or Trenton operations.

8.02 Upon completion of the probationary period, an employee shall have his/her seniority date established as of the start of the employee's probationary period at the Dartmouth or Sydney plant, or the Port Hawkesbury or Trenton site, as the case may be, and be placed on that part of the seniority list.

803 (a) A seniority list shall be prepared and posted for each location covered by this Collective Agreement within thirty (30) days of the signing of this Collective Agreement, and updated thereafter the first full week every January and July, with a copy sent to the Local Union.

(b) Within the fifteen (15) days following the posting of the seniority list, an employee in disagreement with his seniority thereon must indicate his/her disagreement in writing to his/her immediate supervisor. Within the five (5) days following, the supervisor shall respond to the employee, in respect to the problem raised. Failing satisfactory response or in the absence of a response, the employee may submit a grievance in accordance with the provisions of Article 4, starting from the date the supervisor gave or should have given his response.

804 Loss of Seniority

Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

- (a) If an employee is discharged and such discharge is not reversed under the grievance or arbitration procedure.
- (b) If an employee voluntarily quits or resigns. An employee shall be deemed to have quit when he/she gives notice of his/her desire to leave the Company's employment.
- (c) If an employee is absent for more than three (3) working days without a reasonable excuse.
- (d) If an employee falsifies a leave of absence request; or fails to report to work at the expiration of a leave of absence or maternity/parental leave, without a reasonable excuse.
- (e) If an employee fails to report to work as per Article 9.02.
- (f) If an employee transfers out of the bargaining unit more than once in any year or any such transfer continues for more than ninety (90) days, or an employee transfers out of the bargaining unit before one (1) year has passed since previously returning to bargaining unit after such a transfer.

805 If work is available and an employee is offered and agrees to a permanent transfer from one (1) base to another (Dartmouth, Sydney, Trenton, Port Hawkesbury), the employee will be credited with an equivalent length of seniority from his previous location when he is placed on the seniority list at the new location. However, upon this permanent transfer occurring, the employee shall be struck from the seniority list at the old location and he/she shall no longer have any seniority rights at that location.

806 If, due to a temporary increase in the volume of work at either of the Dartmouth, Sydney, Port Hawkesbury or Trenton facilities the Company has temporary openings, the Company may agree to temporarily transfer an employee from the other facility to assist in satisfying that temporary increase in workload. An employee who temporarily transfers for this purpose shall maintain his/her seniority at the location where the employee usually works. Such employees will be considered junior, for the purpose of seniority and this collective agreement, to all employees at that location. This does not apply to any work in Nova Scotia where travel is required. In that case, the company reserves the right to choose what location will perform the work. Where employees from two or more branches are jointly working at a location in Nova Scotia, other than Dartmouth, Sydney, Port Hawkesbury and Trenton, overall seniority shall govern.

807 Any employee who has not been terminated shall remain on the seniority list notwithstanding Articles 8.04 and 9.03.

ARTICLE 9 - LAYOFF AND RECALL

9.01 Seniority shall be the governing factor in layoffs (last on, first off) if the remaining employees have the skill and ability to do the work that is available.

9.02 Employees will be recalled in order of their seniority (last off, first on) when work becomes available, if they have the skill and ability to do the work that is available. Each employee shall keep the Company & the union advised, at all times, of his/her current address and phone number. The Company shall give notice of recall by phone or registered mail to the last recorded phone number or address for that employee.

9.03 If the employee is employed elsewhere at the time of recall under Article 9.02 and notice of quitting is required by that other employer, then the employee will be allowed up to two (2) weeks plus travel time to return to work with the Company. If operational requirements associated with the available work are such that the Company cannot wait for the employee to return, the Company may recall the next employee who is eligible under Article 9.02. Despite Article 8.04(e), an employee who is unable to return to work upon recall because he is working elsewhere and is required to give up to two (2) weeks' notice of quitting, shall not lose seniority because of the failure to return to work in accordance with Article 9.02, but this right shall only continue for up to three (3) recalls after all junior qualified employees have been recalled, and upon the third recall, the employee shall be struck from the seniority list in accordance with Article 8.04(e).

ARTICLE 10 - LEAVES OF ABSENCE

10.01 Bereavement Leave

- (a) Employees who have completed their probation period are eligible for the following leaves. Leaves with pay will be at the employee's basic hourly rate (maximum eight (8) hours per day).
- (b) An employee will be granted up to five (5) working days with pay to grieve, or to attend or make arrangements with regard to the funeral of a spouse (including common-law spouse), parent (including step-parent and legal guardian), child, grand-child and including any person living at the member's residence. In the event that the funeral is not held immediately following the death, the employee shall be allowed to utilize one (1) of their paid bereavement days whenever said arrangements are needed.
- (c) An employee will be granted up to four (4) consecutive days with pay to grieve, or to attend or make arrangements with regard to the funeral of other members of the employee's immediate family. "Other members" of an employee's immediate family means brother, sister, father-in-law, mother-in-law, grandchild or grandparent.
- (d) An employee will be granted up to two (2) days with pay to grieve, or to attend the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle.

- (e) Absences to attend the funeral of a close personal friend who is not a family member will be taken as an unpaid leave of absence and such leave shall not exceed one (1) day except where lengthy travel is required. An employee requiring a leave for the funeral of a close personal friend shall give his supervisor as much prior notice as is possible in the circumstances.

10.02 Personal Leave of Absence

- (a) An employee with one (1) or more years of service may request and be granted a personal leave of absence from his/her supervisor, such request not to be unreasonably denied. Company benefit coverage (health, dental, vision care, life) may be continued for the approved period of leave, provided that the employee pays the full portion of the appropriate premium in advance. Employees will not be covered for weekly indemnity or long-term disability benefits while on personal leave. Personal leaves will not be granted for the purpose of maintaining other employment except as specified in 10.02 (b). All requests for leaves of absence shall be made in writing to the employee's supervisor.
- (b) Employees can be granted a leave of absence with no loss of seniority to obtain other employment, provided the new employer is not a direct competitor of the Company. Leave of Absence will be granted at the Company's discretion. Factors that may be considered but not limited to by the Company when granting or denying a leave would be:
- Length of leave
 - Workload through period of leave

An employee must submit the request in writing stating who the new employer will be, and length of time requested and the union will be notified of the leave.

10.03 Jury Duty

An employee who has passed probation and is summoned to appear for jury duty or to serve on a jury, with proof, shall be granted a leave of absence and be paid the difference

between the amount paid for such service and his basic hourly rate to a maximum of eight (8) hours per day and forty (40) hours per week, subject to the following:

- (a) the employee must notify his/her supervisor as soon as possible after receiving notice of his requirement to attend for jury duty, including jury selection;
- (b) any employee who is absent on such duty and is excused for all or part of a day must report for work for the balance of the employee's shift;
- (c) the Company will pay up to ten (10) working days only.

10.04 Union Business

- (a) Reasonable requests for unpaid leaves of absence for union representatives to attend to union business shall not be denied. The Union will give two (2) weeks' notice of the requirement for such leave. The seniority of the representative on such leave shall continue to accrue for the duration of the leave.
- (b) Every Shop Steward and alternate will be entitled to one paid day per calendar year beginning in 2012 to take part in Union activities including but not limited to training and Business Agent duties. Request for this day will be made two (2) weeks in advance, and will not be unreasonable denied. There will be a maximum of five (5) days paid per calendar year. These days will accumulate for a maximum of two years and after two years these days can only be paid to the union bargaining committee.

ARTICLE 11 - WAGES

11.01 A schedule of wage rates shall be attached to this Agreement in the form of Appendix 1 and shall be part of this Agreement. The wage rates in Appendix 1 take effect on the signing of this Agreement or as specifically stated within.

11.02 (a) wages shall be paid weekly, subject to paragraph (b).

(b) Payment of wages will be based on accurate and timely submission of required records (time sheets and log sheets). Employees are expected to pass in all paperwork on the day

of work. Any time sheets not passed in within two (2) days of the date of the time sheet will delay payment until a subsequent payday. In addition, any time sheet that is handed in in an inaccurate or illegible manner will be returned to the employee for completion in a proper manner. The pay will be entered and processed in the manner that the company believes to be accurate.

- (c) Payment of wages will be reflected on an employee's weekly pay stub. Stubs will be broken down in full, either with a paper copy, the desktop version, or on the app.

11.03 For the purpose of this Agreement:

- (a) "basic hourly rate" means the employee's hourly rate as set out in Appendix 1, without premium;
- (b) "applicable hourly rate" means the employee's basic hourly rate plus, to the extent applicable, any premium that applies under Article 14.

ARTICLE 12 - UNION REPRESENTATION

12.01 In order to provide an orderly procedure for servicing grievances, the Union will appoint shop stewards from the employees in the bargaining unit, whose duty will be to assist employees in presenting their grievances to the designated representatives of the Company, in accordance with the Grievance Procedure. There will be three (3) Shop Stewards in Dartmouth and two (2) Shop Stewards in Sydney. For the Trenton and Port Hawkesbury locations there will be a voluntary union representative.

12.02 The Union will advise the Company, in writing, of the names of the Shop Stewards and the Alternate Stewards within twenty-four (24) hours of appointment or election.

12.03 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to introduce new employees to the Steward.

12.04 If permission is obtained in advance from the applicable supervisor (such permission not to be unreasonably withheld), the Steward may leave his/her work during working hours in order to carry out his/her functions under this Agreement. Time spent at the workplace

during working hours performing Union duties in accordance with this Article shall be considered time worked.

- 1205 The Company agrees to allow outside Union representatives access to the Dartmouth and Sydney plants, provided they first obtain permission from the General Manager (or his designate) of the Company; such permission will not be unreasonably withheld.
- 1206 Meetings between the Company and the Steward shall be held in the premises of the Company. The Steward will be paid his/her basic hourly rate, provided that when meetings are called at the request of the Union, such meetings will not be unreasonably frequent.
- 1207 The union will arrange and pay for the printing and distribution of the collective agreement, the company will reimburse for all reasonable printing and related distribution expenses within 30 days of being presented with receipts for such expenses to a maximum of \$500 plus HST. If these costs exceed \$1000, the Union and the Company will share the expenses.

ARTICLE 13 - HOURS OF WORK

- 1301 Subject to Article 13.02, the hours of work will normally be forty (40) hours per week consisting of five (5) shifts of eight (8) hours each. Start times of each shift may vary, but the day shift will usually begin between 6:00 a.m. and 9:00 a.m., the second shift will usually begin between 3:00 p.m. and 6:00 p.m. and the third shift between 10:00 p.m. and 1:00 a.m.
- 1302 The Company retains the right to alter the hours of work described in this Article 13 or that may otherwise be in place from time to time, but if any change is made, a minimum of two (2) weeks' notice shall be given to the Union. Upon request, the Company agrees to meet with the Union to discuss the change.
- 1303 Without changing the general schedule referred to in Article 13.01, an employee may be required to work different hours if he is given eight (8) hours' notice of the change and granted eight (8) hours off between shifts. If an employee misses a shift due to rescheduling of night shifts and/or cancelling of a shift, the employee will be paid for four (4) hours provided the employee remains available for redeployment for the first four (4) hours of the cancelled shift.

13.04 The following breaks will occur during each shift of eight (8) hours:

- (a) an unpaid meal break of thirty (30) minutes; and
- (b) two (2) paid breaks of fifteen (15) minutes each.

When overtime of three (3) hours or more is to be worked consecutive with the employee's daily hours of work, the employee is entitled to a fifteen (15) minute paid break before commencing the overtime hours.

13.05 (a) The Company may require an employee to carry a communication device (i.e., pager, cell phone) to facilitate customer requirements by being a direct contact for customers during the employee's non-working hours, except as outlined in Article 13.13.

(b) An employee carrying a communications device to be a customer contact during the employee's non-working hours pursuant to this Article 13.05 shall be paid as follows:

- (i) two (2) hours at the employee's basic hourly rate for each twenty-four (24) hour period the employee carries the pager;
- (ii) six (6) hours at the employee's basic hourly rate for each weekend (starting at approximately 4 p.m. on Friday and ending at approximately 8 a.m. on Monday) the employee carries the pager; and
- (iii) ten and one-half (10-1/2) hours for each long weekend (starting at approximately 4 p.m. the day before the long weekend and ending at approximately 8 a.m. the day after the long weekend) the employee carries the pager.

The above pay includes any time an employee carrying a communication device spends with respect to dispatching other employees.

(c) Effective as soon as reasonably practical after the signing of this Agreement, before

requiring an employee to carry a communications device, the Company shall first request volunteers from among employees in the Operator 1 classification at a base. The request shall be for volunteers to carry the communications device on a rotation basis for a six (6) month period, commencing the first of a month. If there are at least five (5) volunteers at a major base, those volunteers will be scheduled to carry the communications device on a rotation basis, in order of seniority. If there are less than five (5) volunteers at a major base, the Company may require all employees in the Operator 1 classification at the base to carry the communications device on a rotation basis, in reverse order of seniority, or as otherwise agreed between the parties.

- (d) An employee scheduled to carry a communications device may arrange for another Operator 1 to carry the pager, with the prior approval of the Supervisor, such approval not to be unreasonably withheld.

1306 An employee who reports for work shall be paid a minimum of four (4) hours at the applicable hourly rate, unless the employee requests time off before having worked four (4) hours and in that event, the employee shall be paid for the hours worked.

1307 (a) An employee who has worked at least eight (8) hours in a day, who has left the job site and who is called back to and does return to work in that same day, shall be paid a minimum of four (4) hours at the employee's applicable hourly rate or for the actual additional hours worked, whichever is greater.

(b) Where an employee has worked at least eight (8) hours in a day, is called back and returns to work within two (2) hours of the end of his shift and then works for three (3) hours or more, the employee is entitled to a meal allowance consistent with Article 13.11, provided this meal allowance is not applicable where an employee is on a job assignment for which the Company is providing meals or paying a meal allowance under Article 13.11.

1308 The Company may request but shall not require any employee to work more than twelve (12) hours in any day, or more than sixty (60) hours in any week (i.e., Monday to Sunday, inclusive).

- 13.09 Except for Articles 13.06 and 13.07 (a), nothing in this Article 13 shall be construed as a guarantee by the Company to any employee of a minimum or maximum number of hours of work.
- 13.10 Where an employee is assigned to a job which requires him to be away from home overnight and a regularly scheduled shift(s) is cancelled, the employee shall be paid a minimum of eight (8) hours at basic hourly rate for the day of his first cancelled shift and eight (8) hours at basic hourly rate for any subsequent day his shift is cancelled during that assignment.
- 13.11 When an employee is assigned to a job which requires him to be away from home overnight, the employee shall be paid meal allowances as follows: fifteen dollars (\$15.00) for breakfast, nineteen dollars (\$19.00) for lunch and twenty-four dollars (\$24.00) for supper, for a total of fifty-eight dollars (\$58.00) for each full day an employee is away. This per diem, will be paid on the employees pay statement.
- 13.12 Employees at the Trenton and Port Hawkesbury sites will be guaranteed two (2) weekends a month that they are not on call.
- 13.13 Employees of Trenton and Port Hawkesbury will be paid on call pay for carrying a communication device for all time the employee is expected to respond to customer needs by management or customers.

ARTICLE 14 - OVERTIME

14.01 Overtime

Except when Article 14.02 applies, employees will be paid an overtime rate for hours worked at the request of the Company, as follows:

- (a) time and one-half the employee's basic hourly rate from Monday to Friday after the employee has worked eight (8) hours;
- (b) time and one-half the employee's basic hourly rate for hours worked on Saturday;
- (c) double the employee's basic hourly rate for hours worked on Sunday.

The appropriate overtime rate shall be based on the start of an employee's shift; for example, if an employee's shift starts Friday evening and continues past midnight, for the purpose of overtime, all hours will be considered to be worked on Friday and therefore paid at the employee's basic hourly rate until the employee has worked eight (8) hours; similarly, if an employee's shift starts Saturday evening and continues past midnight, for the purposes of overtime, all hours will be considered to be worked on Saturday and therefore will be paid at time and one-half the employee's hourly rate; and similarly, if an employee's shift starts Sunday evening and continues past midnight, for the purpose of overtime, all hours will be considered to be worked on Sunday and will therefore be paid at double the employee's basic hourly rate.

14.02 Exceptions

The employee's basic hourly rate shall be paid for:

- (a) reasonable hours driving as a passenger in a Company vehicle from the Company's premises to a job site, from a job site to the Company's premises, or to perform a delivery; The driver will be paid the applicable rate.
- (b) all hours worked by a Welder Fabricator or Mechanic (including Licensed, Apprentices and Helpers);
- (c) all hours spent working in any of the Company's shops;

and such hours shall not be considered nor paid as overtime pay under Article 14.01. Article 14.02(b) is subject to a maximum of forty-five (45) hours in a calendar week and hours worked by a Welder Fabricator or Mechanic (Licensed, Apprentices and Helpers) in excess of forty-five (45) hours per calendar week shall be paid at time and one-half the employee's basic hourly rate.

14.03 Meal Allowance

When overtime of more than three (3) hours has been worked consecutive with the employee's daily hours of work so the employee has worked eleven (11) consecutive hours or more, the employee is entitled to a nineteen dollar (\$19.00) meal allowance, provided

this meal allowance is not applicable where an employee is on a job assignment for which the Company is providing meals or paying a meal allowance under Article 13.11.

14.04 Recognition of Seniority in Distribution of Overtime

The Company recognizes that seniority is a significant factor to be considered by the Company when calling in employees for overtime work assignments, other considerations relating to customer satisfaction and operating efficiency being equal. Such other considerations include:

- (a) availability to respond to a call for service in a timely way, e.g., if the Company has to have an employee to the customer's site immediately for an emergency and/or to get the contract to do the work, preference will normally be given to qualified employees who are already at the Company's base or who can respond in a timely fashion;
- (b) qualifications of remaining employees (employees who are not given the overtime assignment) to respond to upcoming demands of business, e.g., if there is an out-of-town job that is scheduled for Sunday (overtime) and Monday, a senior qualified employee may not be assigned to the work if the Company expects that he will be required to respond to customer requirements on Monday;
- (c) reasonable continuity of personnel on a job site up to a maximum of 50% of the employees on site during the previous shift, a minimum of 2 employees per shift per day. Where that number is not a whole number it will be rounded up.
- (d) Qualifications of employees required for the overtime work assignment

14.05 On-Call System

Employees at any site may be required to participate in an on-call system with guidelines to be established by the Company, provided however the maximum number of employees on an on-call team at any time shall be determined by the number of employees (Operators) at the site who are normally participating in the on-call system, as follows:

Maximum Number on
On-Call Team

- more than 35 employees 4
 (for example, if there were 40 Operators at the Dartmouth site who are normally participating in the on-call system, the maximum number on an on-call team is four and if there was a coverage period of one week, the maximum time that an individual employee would be on-call would be an average of one week out of every 10 weeks)
- 25 to 35 employees 3
- less than 25 employees 2

Guidelines presently being considered by the Company include:

- On-call teams will be established, ensuring that the mix of classes is sufficient to cover operations. All employees at a site will normally be required to participate in the on-call system except where there are operational reasons to exclude them; for example, Mechanics and Mechanics Operators would be excluded; Camera Operators would normally also be excluded so that they are available to work scheduled hours.
- The system may vary by site; for example, any system in Dartmouth may be different from any system in Sydney.
- An on-call team would have on-call coverage for a period of approximately one week (for example, the period could begin on Friday at 4:30 p.m. and could continue until 7:30 a.m. the following Friday).
- Employees, when they are on-call, will be provided with a cell phone to facilitate the Company contacting them while they are on-call.
- During a period when an employee is required to be on-call, he would not normally be eligible for scheduled overtime.

Operators who are not on-call will be requested to perform after hours work to meet customers' schedules and requirements such as scheduled work.

Supervisors may first use volunteer lists, for example, the voluntary weekend call

in list, before using employees who are on-call.

- Members of the on-call team would not be subject to layoff until the end of the period of on-call coverage.

Guidelines may be modified by the Company from time to time, in consultation with the Union.

14.06 Weekend Call Ins

- (a) On weekends (4:30 pm on Friday until 7 am on Monday), the Company will call in employees based on a volunteer weekend call in list (subject to considerations noted in Article 14.04). The company will call up to two (2) numbers provided on the list.
- (b) If an employee who is called refuses the work they will be placed at the bottom of the list for that weekend.

ARTICLE 15 - HOLIDAYS

1501 Employees are eligible for **eleven (11)** paid holidays per year provided they meet the eligibility requirements outlined in this Article.

1502 The paid holidays are:

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

When a holiday falls on a Saturday or Sunday, the Company may observe the holiday on the preceding Friday or the following Monday.

1503 To be eligible for the paid holiday, the employee must work:

- (a) at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; and
 - (b) his/her scheduled shift immediately preceding and immediately following the holiday unless the employee received advanced authorization from the Company for any absence on such scheduled shift or be off with bona fide injury or illness documented by a doctors note.
- 1504 An employee who is required to work on a holiday listed above will be paid the equivalent of the wages he would have been paid at his basic hourly rate for his normal hours of work to a maximum of eight (8) hours and he will be paid two (2) times his/her basic hourly rate for the hours worked on that holiday.
- 1505 When a holiday falls within the employee's vacation period or on an employee's scheduled day off, the employee shall take his/her next scheduled day of work in lieu of the holiday.
- 1506 Holidays will not accrue from one calendar year to the next. All holidays not taken by December 31 will be forfeited and any money owing to the employee will be paid out with his/her next pay.

ARTICLE 16 - VACATION

- 1601 The vacation year is defined as January 1 - December 31. Annual vacations are earned in one vacation year and taken in the following vacation year. An employee's vacation entitlement is based upon completed service with the Company.
- 1602 Vacation time off and vacation pay will be based on time worked during the calendar year in which vacation is earned. Service must commence on or before the 15th of the month for a vacation day to be earned.

<u>Vacation Entitlement</u>	<u>Vacation Earned</u>	<u>Vacation Paid</u>
Less than one (1) year	One (1) day per month of service to a maximum of two (2) calendar weeks	4%
After 1 st anniversary	Two (2) calendar weeks until 5 th anniversary	4%
On 5 th anniversary until 10 th anniversary	1-¼ days per month to a maximum of three (3) calendar weeks	6%
On 10 th anniversary until 20 th anniversary	1-2/3 days per month to a maximum of four (4) calendar weeks	8%
On 20 th anniversary	2-1/12 days per month to a maximum of five (5) calendar weeks	10%

Effective January 2009, employees will be paid vacation pay with their regular pay as a percentage of their gross pay weekly as set out in the above schedule.

- 1603 Employees on unpaid leave (e.g., leave of absence, maternity/parental leave, laid off status, union leave, WCB, WI or LTD) greater than three (3) months do not accrue vacation days while they are away from work.
- 1604 Vacation must be taken during the calendar year immediately following the year in which it was earned. Only under special circumstances and with the written approval (not to be unreasonably denied) of the Manager of the Dartmouth or Sydney plant, as the case may be, may an employee be permitted to carry over vacation to the next calendar year. In any case, the maximum vacation to be carried over will be one (1) week and must be used during that year. In the absence of such approval, any employee who has unused vacation at December 31st of any year will forfeit the vacation time which is unused. -
- 1605 The Company shall post a vacation schedule by February 1st of each year. Employees shall select their respective vacation period by April 1st. The Company will make reasonable efforts to accommodate employee requests, considering staffing requirements/expectations, as determined by the Company and vacation preference will be granted in order of seniority. Employees who have not indicated their preference by April 1st shall not be permitted to displace junior employees who have made their selection in

accordance with the time frames found herein. Once vacation has been granted, it can only be changed with consent of the employee.

- 16.06 The Company shall post no later than May 1st a finalized list upon which the employees' vacation dates shall appear.
- 16.07 Employees who have not indicated vacation preference within the time period set out in Article 16.05 shall not exercise "bumping rights" over employees who have conformed, but may, by mutual agreement with the Company, request dates that remain available. Such request will not be unreasonably denied.

ARTICLE 17 - SAFETY AND PROTECTIVE EQUIPMENT/CLOTHING

- 17.01 The Company, the Union and employees shall make all reasonable efforts to protect the health and safety of persons at or near the workplace.
- 17.02 Employees are required to participate in the Company's safety program, including the injury management program which applies in the event of an injury. Safety program includes, but is not limited to: assessments by Company appointed physicians and clinics, participation in back to work and modified duty programs offered by the Company and cooperation with the Joint Occupational Health and Safety Committee with incident reports and investigations to ensure that any repetition of similar incidents can be minimized.
- 17.03 The Company will provide employees with the protective equipment required to carry out their duties. The employees will be responsible for taking reasonable care of such protective equipment.
- 17.04 Effective January 2020, employees will be entitled to one voucher annually in the amount of two hundred and fifty (\$250) dollars which may be used to purchase CSA-approved green-patched safety boots. Vouchers are to be requested through the Employee's supervisor. The Company will determine the appropriate footwear selection and suppliers to be used. In instances where a particular brand of CSA-approved green-patched safety boots is not available through the Company supplier, the Employee may be reimbursed for their qualified boot purchase by presenting a detailed receipt (including brand name of boot) under the same terms and

conditions outlined above. This exception must be approved by the Employee's supervisor in advance of the boot purchase. The Company shall replace any CSA-approved safety boots/equipment purchased with the voucher that are damaged beyond repair due to work usage. Inappropriate use of PPE will not be reimbursed by the Company.

17.05 Coveralls

- (a) The Company will provide employees with coveralls through a coverall service which will include a laundry service.
- (b) Employees are required to wear the coveralls provided by the Company.
- (c) Employees must take reasonable care of the coveralls provided and shall be responsible for the replacement cost of lost coveralls, which will be deducted from the employee's wages.

17.06 Winter Suits (Waterproof)

The Company will provide a standard Company issued winter suit (waterproof) every three (3) years to full time employees regularly requiring a winter suit in the performance of their duties.

In the event an employee believes a new winter suit is required prior to the passing of three (3) years, the current winter suit must be returned to the employee's supervisor to evaluate need. In the event the employee loses their winter suit, they will be responsible for the replacement cost.

All repairs to winter suits will be at the cost of the Company.

The company will supply 1 pair of Dunlop Winter Boots (or equivalent spec) every two years. (Implemented prior to February 1st, 2023.)

17.07 Prescription Glasses

An employee who requires prescription safety glasses for work will be reimbursed, with proof of purchase of CSA approved prescription glasses and/or associated eye examination, up to Three Hundred and Fifty Dollars (\$350.00) per calendar year after

working at least 1000 hours in that year. Any unused amount will be carried forward for one year only.

17.08 The Company agrees to cover the medical charge, if any, for employees to receive inoculations for Hepatitis A & B (presently a series of three shots) and also Tetanus (presently covered by MSI), subject to the following qualifications:

- (a) this applies where the above inoculations are reasonably necessary for the health and safety of the employees in light of the nature of their work;
- (b) where an employee has previously received the inoculation, there must be a reasonable basis to conclude that the previous inoculation is no longer effective and that a new inoculation is required (e.g. by reference to the normal effective period or by testing); and
- (c) the Company may fulfill its obligation in regard to either inoculation by arranging for a nurse or other qualified health care professional to provide the inoculation.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

1801 No employee shall be disciplined or discharged without just cause, except that a probationary employee can be dismissed if the Company decides that the employee is unsatisfactory.

1802 Where an employee requests, a Steward (and in the absence of the Steward, then the Alternate Steward or Union Business Agent) shall be present when the employee is being disciplined or discharged. If neither the Shop Steward nor the Alternate Steward nor the Union Business Agent are available, the employee may have another employee of his choice present during the meeting provided such other employee is available without delay. Should the Steward, Alternate Steward or Union Business Agent not be available, and should the employee choose to not be represented by “such other employee” the meeting will be rescheduled. This clause will not super-cede the company’s right to terminate employment, or the Union’s right to grieve.

1803 Employees shall be notified in writing of the reasons for discharge; the Union shall receive

a copy.

1804 The Shop Steward and Alternate Steward and the Union shall be provided with a copy of any notice of discharge, notice of suspension or written warning which is given to an employee; a copy of a notice of discharge or suspension shall also be sent by fax to the local Union office.

1805 Any discharged employee must be paid in full, all wages owed to him by the Company, including earned vacation pay if any, no later than the next pay period following the date of discharge.

1806 The Company agrees that disciplinary warnings that are more than twenty-four (24) months old will not be considered for the purposes of subsequent discipline.

1807 Morals Clause

Employees must not participate in or assist others in the participation in any acts of criminal behaviour including but not limited to sexual assault, spousal battery, child molestation, sexual touching of a minor, child abduction, child neglect, child endangerment, any felony or other serious criminal violation. These events would be considered factual based on a guilty plea or conviction in a court of law.

Any on-going matters at the time of ratification shall not be considered a violation of this article. Further, only new matters raised after ratification can have this article applied.

ARTICLE 19 - BENEFITS AND PENSION

19.01 Employees will be eligible to participate in the benefit plans currently made available by the Company, in accordance with the terms and conditions of those plans. Any change in benefits provider will result in no loss of coverage for the employee.

19.02 If an employee who has coverage under the Company's group health insurance plan is unable to work as a result of an injury arising during the course of his employment, the employee may elect to continue medical and dental insurance coverage for a period of seventeen (17) weeks, subject to the following:

- (a) the employee shall pay the Company on a monthly basis in advance of the Company's remittance of premiums to the insurer, fifty percent (50%) of the premiums paid with respect to the employee and the Company will remit that amount, together with its share of the premium, to the insurer; and
- (b) failure of the employee to participate in the Company's safety program, including its injury management program, disentitles the employee from continuing to participate in the group insurance plan.
- (c) upon layoff, members who are currently covered under the group insurance benefits program, will be eligible for continued coverage through the layoff period under the following conditions:
 - (i) for the purposes of this clause, layoff shall be defined as interruption of earnings due to lack of work for a period of time exceeding six (6) consecutive working days. Employees can utilize CTO account funds to extend earnings, and in such case the first day of layoff will be deemed to be the first day without CTO account earnings.
 - (ii) eligibility for disability (STD/LTD) coverage will cease immediately once lay-off commences. Coverage for all other benefits will be maintained under the same cost share arrangement as active employees, until the end of the month following the month in which the lay-off commences (e.g. if the layoff commenced any time in the month of February, benefits would continue until March 31st).
 - (iii) the Employee portion of benefit premiums must be paid in full for each month, prior to the first day of the month. Premium payments can be made by post-dated cheque or through CTO account deductions. In cases where the employee opts to utilize CTO account deductions, the funds in the CTO account must be sufficient to cover premiums for the full layoff period. Where payment is not received, or funds are insufficient, benefit coverage will not be extended and coverage will cease until the first day back to active duties as outlined below.

Eligible employees will have benefits reinstated on their first day back to work, provided they were covered under the benefits plan on the date the lay-off commenced. Employees who had not yet completed their waiting period for benefits on the date the lay-off began, will be enrolled for benefits upon completion of the applicable waiting period. Eligibility for benefits is determined by the benefit plan contract.

- 19.03 Effective August 5th 2016, for all full time employees on the seniority list who are in good standing with the union, pension will be paid on all hours worked and not capped on 40 hours. The Company agrees that the Pension contribution rates will not be changed during the duration of this agreement.

ARTICLE 20 - NO DISCRIMINATION

- 20.01 (a) The Company and the Union agree that there shall be no discrimination, contrary to the *Human Rights Act* (Nova Scotia) against any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability or sexual orientation.
- (b) There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of Union membership or activity.
- 20.02 The Company and the Union recognize age sixty-five (65) as the normal age of retirement.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Company agrees to provide the Union with a lockable secure bulletin board to post notices about Union business. Only the Union Stewards and the Union Business Agent shall have authority to post or remove items from the bulletin board, All postings will conform to the Trade Union Act, and once signed by the Union Business Agent or his delegate, it will be considered suitable to post.
- 21.02 The Company shall not enter into an agreement with an employee that is contrary to the terms of this Collective Agreement without the written consent of the Union.
- 21.03 The Company shall provide and maintain, at its Dartmouth and Sydney premises, a lunch

room that is heated and will be separate from the designated changing area. The lunchroom shall be cleaned weekly and will include the following:

- (a) refrigerator;
- (b) microwave oven;
- (c) hot and cold water suitable for drinking;
- (d) hot and cold water suitable for cleanup;
- (e) hand soap, cleanser and paper towels;
- (f) first aid kit;
- (g) wall clock;
- (h) soft drink vending machine (if available);
- (i) Individual lockers;
- (j) Two (2) washing machines in Dartmouth;
- (k) Two (2) dryers in Dartmouth;
- (l) One (1) washing machine in Sydney; and
- (m) Laundry detergent
- (n) Men's working shower and Women's working shower (Where applicable)

21.04 The Company will provide and maintain, at its Dartmouth and Sydney locations, a changing area and washroom facilities that include flush toilets, hot and cold running water, showers and an adequate supply of soap. All common areas will be cleaned weekly.

21.05 (a) Mechanics, Apprentice Mechanics and Helpers shall supply all tools normally and traditionally required to perform their work.

(b) Mechanics and Apprentice Mechanics, who have completed one (1) year of continuous service, shall receive a tool allowance of Seven Hundred Dollars (\$700.00) reimbursed each calendar year. Mechanics are required to submit receipts for any reimbursements.

21.06 Company will pay the cost of employee medicals for an employee once every five years for

the purpose of license renewal. The company will have the option of sending an employee to a clinic chosen by the company or asking an employee to complete the medical and submit a receipt for reimbursement.

21.07 Out of town work will be offered to the senior employees of each classification required on a jobsite out of town. The branch must maintain the ability to meet all service requirements during the out of town work.

21.08 Where the company is providing sleeping arrangements for out of town or out of province work, employees shall request the person that they prefer to bunk with as well as the shift they prefer to work on (nights or days). The company will strive to meet both of these requests. Regardless, any employee may refuse to bunk with any other employee working on the same shift, and such refusal shall not cause the employee to lose work or pay.

21.09 MILEAGE

When the company requests an employee to use their own personal vehicle for travel the company agrees to pay \$0.50/km for travel along the shortest route. Mileage will not be paid to employees who are asked to drive their own personal vehicle to a job site if that job site is less distance from their home address than it is to their local branch. No employee will be forced to use their personal vehicle for company purposes.

21.10 Opportunities for work outside of the Maritimes (NS, NB, PEI) will be posted and agreed upon by those who sign up for the work opportunity. For any unexpected delays due to weather, plane delays, or any other cause outside of the employees control, additional waiting times will be paid up to 12 hours total per day.

21.11 EDUCATION AND UPGRADING – REIMBURSEMENT - The Employer will reimburse an employee for tuition fees upon successful completion of certain courses provided approval is obtained from the Employer prior to taking the course and provided the course is relevant to the employee’s work.

21.12 TRAINING AND UPGRADING - SELECTION - When the Employer establishes training programs for the upgrading and enhancement of employees, opportunities for training and upgrading shall be given according to qualifications and capabilities. When specializing

training is offered, first opportunities shall be given to senior employees who have the qualifications and capabilities for the training and the employee will be scheduled to utilize those skills when required. Where skills and capabilities are equal, seniority shall prevail.

ARTICLE 22 - DURATION OF AGREEMENT

2201 This Agreement shall remain in force from the date of ratification until February 4, 2028 inclusive, and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other at least ninety (90) days prior to the expiration date, by written notice, that it wishes to terminate or to amend this Agreement, or to negotiate a new one.

DATED at Dartmouth, Nova Scotia the ____ day of _____, 2025.

FOR THE UNION

FOR THE COMPANY

APPENDIX 1
PAY CLASSIFICATIONS

Employees will be designated under one of the following pay classifications based on the Company's assessment of the employee's qualifications, experience, ability and performance:

<u>Pay Classification</u>	<u>Minimum Requirements</u>	<u>Basic Hourly Rate</u>		
		<u>Date of Signing</u>	<u>Feb. 5/26</u>	<u>Feb. 5/27</u>
Operator 1	<ul style="list-style-type: none"> - Applicable driver's licence - Can operate and fully understands the operation of more than 90% of all equipment at the appropriate base, the required percentage to include equipment required for Operator 2 and Operator 3 plus High Pressure Water Blast Unit - Able to service the equipment - Able to oversee and direct any size and complexity of job (multi units on job) - Experienced and takes responsibility - Strong housekeeping/paperwork/customer relations/ organizational abilities 	\$ 28.89	\$ 30.00	\$ 30.36
Operator 2 Or Camera Operator 1	<p>Operator 2</p> <ul style="list-style-type: none"> - Applicable driver's licence - Can operate and fully understands the operation of more than 75% of all equipment at the appropriate base, the required percentage to include equipment required for Operator 3 plus Mega-Vac (Wet-Dry Vacuum Truck) - Able to service all equipment - Able to oversee and direct most jobs (multi units on job) - Experienced and takes responsibility - Strong housekeeping/paperwork/customer relations/organizational abilities 	\$ 27.18	\$ 28.23	\$ 28.57

Camera Operator 1

--	--	--

	<ul style="list-style-type: none"> - Employee is competent and proficient as Camera Operator 2 and has received training through NASSCO or training deemed equivalent by the company as CCTV Reviewers (Course 2) - Able to service and maintain camera equipment. - Able to take responsibility for equipment and job site. - Strong housekeeping/paperwork/customer relations and organizational abilities - Know and understand underground piping systems. - Minimum Class 5 NS Driver License. 			
Operator 3 Or Camera Operator 2	<p>Operator 3</p> <ul style="list-style-type: none"> - Applicable driver's license - Can operate and fully understands the operation of more than 50% of all equipment at the appropriate base, the required percentage to include Vacuum Truck and Mobile Wash - Able to service the equipment - Able to oversee and direct single unit jobs - Experienced and takes responsibility - Strong housekeeping/paperwork/customer relations/organizational abilities <p>Camera Operator 2</p> <ul style="list-style-type: none"> - Employee is competent and proficient as Camera Operator 3 and is ready for further training. - Employee is able to take out a camera crew (in charge) and can complete assigned task and produce a report for the customer - Employee will be trained as TCP and Signer Level for Traffic Control. 	\$ 25.66	\$ 26.64	\$ 26.96

	<ul style="list-style-type: none"> - Employee will be further trained by the Company through NASSCO or training deemed equivalent by the Company at the CCTV Certification First Level. (Course 1) - Minimum Class 5 NS Driver License. 			
Apprentice 1 Or Camera Operator 3	<p>Apprentice 1</p> <ul style="list-style-type: none"> - Applicable driver's licence - Understands and can assist with operation and service of all equipment and has all applicable training - Limited experience operating and servicing equipment <p>Camera Operator 3</p> <ul style="list-style-type: none"> - Helper level: Will assist Camera Operator (2/1) with preparation work for entry into sewer pipes, lower camera onto manhole, retrieve on completion, locate and open manhole covers, set up traffic control zone as directed by Signer, carry out Traffic Co - Apprentice Level: In the process of being trained by qualified/competent Camera Operator in the overall functions of the camera and recording equipment to the point of being competent enough to produce and record videos of underground piping to the lev - Minimum Class 5 NS Driver License. 	\$ 21.25	\$ 22.07	\$ 22.33
Apprentice 2	<ul style="list-style-type: none"> - Driver's license single axle - Mechanical background and knowledge 	\$ 18.55	\$ 19.26	\$ 19.49
Mechanic (Licensed)	<ul style="list-style-type: none"> - Licensed with applicable provincial certification 	\$ 38.70	\$ 40.19	\$ 40.67
Mechanic Apprentice or Welder/Fabricator	<ul style="list-style-type: none"> - Enrolled in and in process of completing requirements of applicable provincial certification to be licensed mechanic - Mechanical background and knowledge 	\$ 28.89	\$ 30.00	\$ 30.36

Mechanic Helper	- Mechanical background and knowledge	\$ 24.20	\$ 25.13	\$ 25.43
-----------------	---------------------------------------	----------	----------	----------

Notes:

1. Premium for Lead Hand:

An employee, who has been designated by the Company, when acting as a Lead Hand, shall receive a premium of \$1.50 per hour above the Operator 1 basic hourly rate. The Company may provide a lead hand with a company vehicle at its sole discretion.

Any job requiring 5 or more employees on a crew and all out of town jobs with 3 or more employees on a crew shall require a lead hand. Such lead hand position will be offered by seniority amongst qualified employees and if refused shall be offered to the next senior qualified employee and so on until the position accepted. The requirements for a Lead Hand and the selection of an employee to perform this role are both determined by management. Management also reserves the right to remove an employee as a Lead Hand at any time if, in the opinion of management, the employee is unsatisfactory in the role, including consideration of any customer requirements and requests.

2. (a) An employee who believes he meets the minimum requirements of a higher pay classification may request that the Company consider placing him in that classification. Upon completion of the Company's review, the employee will be advised of the Company's decision which will be in writing, and will occur within thirty (30) days of the request. The decision will list the employee's specific deficiencies or areas requiring improvement.

If after (30) calendar days the affected employee has not received the written decision of the company, the employee shall be paid at the new rate, retro-actively to the date of the request, in the event of a favourable assessment. In the event of an unfavourable assessment, once thirty (30) days has passed the higher rate will be paid retroactively from the date of request until the date the unfavourable assessment has been received by the employee.

(b) Notwithstanding paragraph (a), an employee who requests that the Company consider placing him in a higher paid classification and who is refused is not eligible to be reconsidered for a higher paid classification until the expiry of six (6) months from the date of the Company receiving the request which was refused.

3. The Company may at any time place an employee in a higher pay classification and the new pay rate shall take effect at the time the Company so advises the employee.
4. Where an employee requests a classification review, their competency will be assessed, and any deficiencies identified clearly. Should an employee have deficiencies that require further training and/or experience, those opportunities will be provided (subject to seniority and availability of work whereby training can occur). After three (3) months, the employee may request a subsequent assessment. Where no deficiencies exist, the employee will be deemed qualified.
5. The term "service" includes the work described on the Company's various checklists for equipment service which the Union acknowledges and agrees may change from time to time.
6. Wage rates on February 5, 2015 for each classification will be equal to the rate that will be in effect for the same classification in the AIC collective agreement in New Brunswick on that date.
7. References to the "appropriate base" in regard to the operation of a percentage of equipment refers to either the Dartmouth base or the Sydney base.
8. Other premiums (a) out of Maritimes wage Premium on applicable rate shall be 20% (b) out of province wage premium for work in New Brunswick and PEI shall be 10%.
9. Night Shift Premium – A premium of \$1.50 per hour worked will be paid for shifts commencing on and between 18:00 and 03:00 .

MEMORANDUM OF AGREEMENT
(Joint Labour Management Committees)

1. Establishment of Joint Committees

Within thirty (30) days of the signing of this Agreement, the parties will establish a Joint Labour Management Committee at each major base (Dartmouth and Sydney).

2. Composition of Committee

The Committee shall be composed of three (3) representatives of management appointed by the Company and three (3) bargaining unit employees from their appropriate base appointed by the Union. The employees shall suffer no loss of pay while in attendance at these meetings.

3. Function of Committee

- (a) The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee shall not discuss outstanding grievances.
- (b) In recognition of the Company's concerns with its competitive position, especially on weekends, the Union agrees that its representatives on each Committee will work with management in an effort to develop and agree on methods and procedures which will allow the Company to provide competitive service on weekends. If the Union Business Agent has not attended the meeting, any agreement of the local Union representatives will be subject to approval of the Union Business Agent.
- (c) In recognition of the Union's concerns with the distribution of overtime, any general difficulties which arise with the operation of Article 14.04 (recognition of seniority in distribution of overtime) will be discussed by the Committee with a view to achieving an acceptable balance between seniority and considerations relating to customer satisfaction and operating efficiency.

4. Committee Meetings

Unless otherwise mutually agreed, meetings of each Committee shall be scheduled quarterly. A notice of the meeting and an agenda (each party may submit agenda items)

shall be circulated to members of the Committee at least five (5) working days before the meeting.

DATED at Dartmouth, Nova Scotia, _____.

FOR THE UNION

FOR THE COMPANY

MEMORANDUM OF AGREEMENT

BETWEEN:

GFL Environmental Services Inc.

(the “Company”)

- and -

TEAMSTERS, LOCAL 927

(the “Union”)

The Union agrees that employees will be required to participate in any customer initiated program that will allow the Company to gain access to the site for the purposes of work. This may include but would not be limited to security programs, drug/alcohol testing procedures etc.

With respect to pre-access drug and alcohol testing, as per GFL’s Drug & Alcohol Policy, this testing will be on a voluntary basis. Workers who refuse a pre-access alcohol or drug test in these circumstances may not be granted access to the customer’s worksite, but will not be subject to discipline.

Failure to participate in these programs will result in limited or no access to work sites which will be a significant factor for layoffs, recalls and the distribution of overtime.

Upon ratification, when requested by the Company, all employees will be required to participate in Customer initiated programs that will allow access to sites, with the exception of pre-access drug and alcohol testing which will be voluntary.

Expect as outlined above for pre-access drug and alcohol testing, following ratification, failure of Employees to participate in these programs (including initial application) will result in disciplinary action, up to and including termination.

The Company reserves the right to amend the above client requirements or client list as business and/or client needs change.

DATED the _____.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING
(Sydney “Residential Services”)

BETWEEN:

GFL Environmental Services Inc. (the “Company”)

- and -

TEAMSTERS, LOCAL 927 (the “Union”)

In order for the Sydney base to be competitive in providing “residential services”, the parties agree upon the following:

1. (a) “Residential Services” means Services provided at Residential Sites.

(b) Services refers to:

- Septic tank cleaning;
- Excavation services;
- Digging of septic system/disposal bed;
- Oil spill cleanup;
- Excavation of sewer lines/water lines and installation of same;
- Cleaning of disposal beds:
 - Pipe cleaning services.
 - Clean sewer pipes.
 - Waterlines, weeping tile.

(c) “Residential Sites” means residential units such as single dwellings, duplexes for residential use, row houses, town houses, senior citizen units and apartment units, provided however, that any senior citizens units and apartment units with more than five units are excluded from the scope of this Memorandum.

2. (a) The Company may schedule an employee(s) (a “Designated Employee”) to work Tuesday through Saturday as his regular work week and may pay the Designated Employee at his basic hourly rate (not premium rates) while the Designated Employee is performing Residential Services. A Designated Employee(s) will be selected by asking for volunteers. If

there are more volunteers than required, the Employees who volunteer shall share the Tuesday through Saturday work week by weekly rotation.

(b) The Designated Employee(s) so scheduled is not restricted in regard to work assignments for any work other than on Saturday. However, on Saturday, the Designated Employee shall not be assigned to work other than Residential Services until the work has been offered firstly, to the employee carrying the communications device (pager) and then to any other more senior employees who have indicated their interest in working on Saturday. If the Designated Employee is assigned to non-residential work, he shall be paid any applicable premium rate.

3. Aside from the Designated Employee(s) being regularly scheduled for residential work on Saturday, the Company may ask for other employees to volunteer to do residential work on Saturday at their basic hourly rates and the volunteers who are subsequently assigned to provide Residential Services on Saturday shall be paid at their basic hourly rate.

4. Notwithstanding the above, if an employee works more than eight hours on Saturday, the employee shall be paid at time and one-half the employee's basic hourly rate.

Either party may terminate this arrangement with respect to Residential Services subject to first having meaningful consultation with the other party in an attempt to resolve any difficulties which may arise with respect to the arrangement and then providing sixty (60) days' notice in writing to the other party.

DATED at Dartmouth, Nova Scotia the _____

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING
(Re Banking of Overtime)

BETWEEN:

GFL Environmental Services Inc.

(the "Company")

- and -

TEAMSTERS, LOCAL 927

(the "Union")

The Company agrees in principle to banking of overtime where an employee has worked in excess of forty (40) hours per week, so long as such an arrangement contributes to flexibility in providing customer service. Employees will be able to withdraw such funds to cover vacations and or financial hardships.

The Company is also prepared to have further discussions with the Union in order to balance the benefit of banking of overtime with the administrative times and costs involved in the process. Issues to be discussed would include:

1. banking to be based on a minimum number of hours (for example, an amount equal to 4 overtime hours) and whole hours only; and weekly employee requests for banking to be received on Monday in time for payroll;
2. a maximum dollar amount to be accumulated (for example, \$7000), as long as the program is deemed acceptable by the Canada Revenue Agency; and
3. withdrawal from bank to be based on a minimum number of hours (for example, 8 hours) and whole hours only.

Any arrangements will apply during the term of the new Collective Agreement, but would have to be subject to ongoing adjustment depending upon how banking of overtime is contributing to customer service and also the time and cost of administration.

DATED _____.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

BETWEEN:

GFL Environmental Services Inc. (the “Company”)

- and -

TEAMSTERS, LOCAL 927 (the “Union”)

Should GFL decide to add, inject or merge any non-union group into the bargaining unit, all such new members of the bargaining unit will have their seniority dated to the date they joined the bargaining unit and then will follow by years of service.

DATED at Dartmouth, Nova Scotia the _____

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

Between

GFL Environmental Services Inc.
(The Company)

-and-

TEAMSTERS LOCAL 927
(The Union)

The Employer and Union agree that in peak seasons, on weekends and in high demand project times, Part-Time Employees would be very beneficial in providing relief for Full-Time Employees.

Notwithstanding article 21.07, Full-Time Employees will continue to be given the opportunity to sign up for out of town and project work and be given scheduling preference.

It is agreed that Part-Time Employees will be part of the Union and accrue Seniority from their date of hire. Employees who have retired and are re-hired as Part-Time employees shall be paid under the classification they last held as a Full-Time employee (at the current rates associated with that classification).

Part-Time Employees will not be entitled to benefits but shall receive an additional twenty five cents per hour(\$0.25) worked in lieu of benefits.

DATED at Dartmouth, Nova Scotia the _____ day of _____, 20_____

FOR THE UNION

FOR THE COMPANY

