



**Collective Agreement  
Between  
Teamsters Local Union No. 419**  
(hereinafter referred to as the Union)

**And  
Clean Harbors Energy and  
Industrial Services Corp.  
(Burlington)**  
(hereinafter referred to as the Company)

**April 13, 2017 to April 16, 2022**



**14375 (02)**

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**CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP**  
**and TEAMSTERS LOCAL 419**  
**BURLINGTON FIELD SERVICE GROUP**

**ARTICLE 1 - PURPOSE**

- 1.01 It is the purpose and intent of the Company and the Union in making this Collective Agreement to develop, maintain and improve relationships between the Company, the Union, and the employees represented by the Union, by setting forth herein terms of agreement relating to rates of pay, hours of work, and conditions of employment.

The mutual interests of the Company, the Union, and the employee include the maintenance and improvement of both the quality and quantity of service to our customers so that we may keep and improve our competitive position in the waste industry, recognizing that such improvement has been the constant basis of greater stability of employment, creating new employment, and increased individual and general living standards.

Attaining these goals requires steady increases in productivity and depends not only on the total output of services, but also on output of the individual employee. Improved methods contribute substantially to the productivity of individual performance. The Company will continue to work toward the improvement of its productivity. It is recognized that the Company be available 24/7 to provide reliable service for all our customers.

- 1.02 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
- 1.03 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

There shall be no Union activity on Company time which will interfere with or impede work being performed. There shall be no strikes, work stoppages or interruption or impeding of work. No

officer or representative of the Union shall authorize, instigate, aid or condone any such activities.

- 1.04 The Company and the Union agree to meet at least four (4) times a year, in January, April, July and October, for the purpose of promoting cooperation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement.

## ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to matters arising under this Agreement for all employees working at or out of the company's premises, in the City of Burlington, Ontario, excluding office and sales staff, oil recovery drivers, national transportation brokers and drivers, as well as supervisors and those above.
- 2.02 The term "employee" and the word "employees" whenever used in this Agreement shall mean those persons included in the bargaining unit set forth in Article 2.01.
- 2.03 Supervisors and/or non-bargaining unit persons shall not perform any work normally performed by bargaining unit members except in cases of training, experimental situations, emergency or circumstances when no bargaining unit employees are available to perform such work.

## ARTICLE 3 - UNION SECURITY

- 3.01 All employees who are presently employed by the Company and all new hires must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues and periodic assessments uniformly required of all members in the bargaining unit.

The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. New hires will pay union dues as specified in this Article from the first day of work for the Company.

The Company agrees to deduct Union initiation fees and monthly Union dues as specified in writing by the Union from the first pay cheque of each month of each eligible employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the current month in which the deductions are made. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of dues, and such notification shall be the Company's conclusive authority to make the deductions specified.

The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's pre-billing statement showing the following information from whose pay deductions have been made:

- (a) All monthly dues for members to be submitted with current address, postal code, Social Insurance Number and date of hire;
- (b) Twelve (12) check-offs per year (calendar month)
- (c) Monthly:
  - (1) New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire;
  - (2) Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of terminations or resignations;
  - (3) Addresses to be updated as well as name changes, i.e. marriage.
  - (4) Rate of pay

3.02 If an employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified by

the Secretary-Treasurer of the Union will be deducted and forwarded to the local union.

- 3.03 The Company agrees to deduct the Initiation Fees authorized by the Union in writing from each new employee who has completed their probationary period according to the terms set out in Article 11.01 (Seniority).
- 3.04 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection of such dues and initiation fees from such employees.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management. Without limiting the generality of the foregoing, management's rights shall include:
- (a) The right to maintain order, discipline and efficiency in connection therewith; to make, alter and enforce rules and regulations, policies and practices, to be observed by its employees; the right to discharge or otherwise discipline employees for just cause, provided that a claim of discipline or discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
  - (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees.
  - (c) The right to determine the location and operations of the business and its expansion or curtailment, the direction of the working forces, the services to be rendered, the schedule of service, the number of shifts, the methods, processes and means of service, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, overtime, and the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked,

starting and quitting time, are solely and exclusively the right of the Company.

- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.
- (e) Should a specific provision of this Agreement directly conflict with an enumerated right under this Article, the specific Agreement shall prevail over the enumerated right.

#### ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization, or because of race, creed, colour, sex, age, marital status or national origin.
- 5.02 The Union agrees that it will not discriminate against or coerce any employee because of their membership or non-membership, their activity or his lack of activity in the Union or because of race, creed, colour, sex or national origin.

#### ARTICLE 6 - REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise elect one (1) shop steward and one (1) alternate steward from amongst employees in the bargaining unit who have completed their probationary period.
- 6.02 For the purpose of this Agreement, a Steward together with the officers of the Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility for the purpose of insuring that this Agreement is faithfully carried out.
- 6.03 The Steward has regular duties to perform on behalf of the Company and they shall not leave their duties to attend to any Union business or

to discuss any grievances without the express consent of the Field Service General Manager or their delegate. Such consent will not be unreasonably withheld. Where such consent has been granted, the Steward resuming their regular duties will report to their immediate superior or in their absence the Field Service General Manager or their delegate. In accordance with this understanding, the Company agrees to compensate a steward for his regular scheduled work time spent in servicing grievances of employees, up to but excluding, arbitration.

In addition, the Company will pay the Union Steward his regular daily earnings to a maximum of six (6) days for time spent by the employee in negotiations with the Company to renew the Collective Agreement.

- 6.04 The Union shall notify the Company, in writing, of any changes in personnel of the Union Stewards or Officers before the Company shall be required to recognize them.
- 6.05 Where the properly authorized business agent of the Union wishes to visit the premises of the Company, they shall do so only during normal working hours after having obtained the permission of the Field Service General Manager or their designate prior to making such a visit. Such permission will not be unreasonably withheld. Normal working hours shall be those hours when a Field Service General Manager is on duty. The business agent shall announce their presence to the Field Service General Manager on duty and shall be subject to all security rules of the Company while on the premises. The Union covenants and agrees that the business agent will not interfere with the duties and productivity of employees while on the Company's premises.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure, as herein set forth, shall serve as and constitute the sole and exclusive means to be used by the Grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration, or alleged

violation of this Agreement and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in the Agreement, it shall be considered as including the arbitration procedure.

7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

7.03 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate Supervisor on duty an opportunity to adjust their complaint. The employee shall discuss their complaint with the supervisor on duty within ten (10) calendar days after the time circumstances upon which the grievance is based were known, or should have been known, by the Grievor. The immediate Supervisor shall give an oral answer to the Grievor within five (5) calendar days. Failing settlement, it may be then taken up within ten (10) calendar days following the immediate Supervisor's decision in the following manner and sequence.

#### STEP NO. 1

The grievance shall be reduced in writing and presented to the immediate Supervisor or Project manager within five (5) calendar days of the receipt of the immediate Supervisor's oral decision. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated and the relief requested and shall be signed by the employee and countersigned by the Steward. A meeting will be held within five (5) calendar days between the immediate Supervisor or Project manager or their delegate, the employee concerned and the Steward. The decision of the immediate Supervisor or Project manager or their delegate shall be delivered to the Union in writing within five (5) calendar days after such meeting.

## STEP NO. 2

Failing satisfactory settlement at Step No. 1, the Union may within five (5) calendar days request a meeting to be held with the Union Staff Representative, the Steward, the Grievor and the General Manager or their delegate. Such meeting to be held within thirty (30) calendar days following receipt of the Unions written request. Failing settlement at Step 1 the General Manager will provide the Union with a written decision within ten (10) calendar days following the meeting. Should a mutually satisfactory conclusion not be reached through the foregoing steps of the grievance procedure the Union may within twenty (20) calendar days from the second step decision but not thereafter, refer the matter to an Arbitrator as provided in Article 8 hereof.

- 7.04 In a case of a Union policy grievance such grievance may be submitted to General Manager in writing within ten (10) calendar days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 7.05 (a) A claim by an employee who has attained seniority that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance as required in Step No. 2 of the Grievance Procedure is lodged with the Management within three (3) calendar days of his discharge. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- (b) Such grievances may be settled by confirming the Company's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitrator.

- 7.06 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.
- 7.07 The time limits and other procedural requirements set out in Article 7 are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the Grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties. Any of the above time limits may be extended by mutual written consent. Should the Company fail to respond within the time limits set forth on any of the steps of the grievance procedure, the grievance will be deemed to have been denied and the union may proceed to the next step unless an extension of the time limits has been mutually agreed upon as set out above.

## ARTICLE 8 - ARBITRATION

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether the Agreement has been violated, or that an employee has been unjustly discharged, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the written grievance as presented at Step No. 1 (or at Step No. 2 as the case may be) to arbitration.

A grievance which has been referred to arbitration, by a written notice to arbitration, shall be heard by a sole arbitrator who shall be selected by the parties.

- 8.02 Before or after the notice to arbitrate has been given, either party may, upon mutual agreement apply to the Minister of Labour, Canada, for

the appointment of a mediator to assist the parties in resolving their differences. The mediator shall meet with the parties if possible before the date of the arbitration. If no mediator is available or if he is unable to convene a meeting, the arbitration shall go ahead on the date scheduled unless the parties otherwise agree.

- 8.03 If the arbitrator finds the grievance to be arbitrable, the arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for this decision and the findings of fact upon which the decision is based and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.04 The Arbitrator shall not have any power or jurisdiction to alter, change, amend or add to or detract from any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to make any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not specifically covered by it, nor to deal with any matter not contained in that written grievance filed by the griever. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.05 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it.
- 8.06 The Company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (managers for the Company and stewards for the union) will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty (30) calendar days of the referral. For expedited cases, arbitrators shall be instructed to render an oral

decision on the day of the hearing or a written decision no more than forty eight hours following the hearing.

#### ARTICLE 9 – DISCIPLINE

9.01 During each employee's probationary period the Company has the right to alter the status of such employee in accordance with the provision of article 11.01.

9.02 Any employee who is called before management for disciplinary action or to receive a reprimand shall have a union steward present.

If an employee is called before management as a result of an investigation that could lead to disciplinary action, it is incumbent upon management to ask if the employee would prefer to have a union steward present.

9.03 Copies of disciplinary correspondence shall be given to the employee involved and the Union Steward. All disciplinary correspondence, shall not be referred to after a period of twenty-four (24) months from the date of issuance of such discipline except those involving suspension which shall not be referred to after a period of twenty-four (24) months from the date of issuance and thereafter any such correspondence shall not be relied upon by either party excepting as may be necessary for processing and handling of complaints or charges filed outside of this Agreement.

9.04 The company shall confirm any disciplinary action to be taken against an employee within five (5) calendar days from the time the company has completed its investigation of the incident which gave rise to the discipline to be imposed. The company will inform the union steward of the commencement of the investigation. The completion of an investigation shall not exceed fifteen (15) business days from the commencement unless otherwise mutually agreed. The Commencement of the investigation shall be when the Company is made aware of the issue requiring the investigation.

## ARTICLE 10 - NO STRIKES OR LOCKOUTS

10.01 Neither the Union nor any employee shall take part in or call or encourage any strike, nor shall the Company engage in any lockout during the term of this Agreement.

10.02 The word "strike" and the word "lockout" as used in Articles 1.03 and 10.01 shall have the same meaning given to those words in the Canada Labour Code.

## ARTICLE 11 - SENIORITY

11.01 Every employee hired by the Company hereafter shall serve a probationary period of one hundred and eighty (180) calendar days at the wage stipulated in this Agreement for their particular classification and shall be required to pay Union dues. During this probationary period new employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, if satisfactory, they shall become a permanent employee and shall be paid at the rate of his classification. In the event of any injury or accident that prevents the employee from performing regular duties, probation will be extended until ninety (90) days worked are completed in regular job functions.

The discipline or discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the Company, and should only be modified where the Company has no basis for its decision.

Their seniority shall commence from the effective date of their most recent date of hire.

- 11.02 (a) The Company shall prepare a seniority list.
- (b) The Company shall post a copy of this list and deliver a copy to the Union. This list shall be brought up-to-date in January and June of each year. At any time during regular office hours seniority information shall be available to the Union Steward on application to the Field Service General Manager

11.03 An employee shall lose all seniority and their employment shall be deemed to have been terminated if they:

- (a) Voluntarily quits the employ of the Company;
- (b) Is discharged and not reinstated through the grievance procedure;
- (c) Fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the Company have been made for an extension of such leave;
- (d) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) Fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by registered mail, or fails to advise of his intention to return within three (3) calendar days following such notice without a reason acceptable to the Company.
- (f) Upon return to work following illness or accident for three (3) or more calendar days, fails, prior to commencing work, to produce a certificate from a licensed medical practitioner verifying the reason for such absence.
- (g) Fails to report for work for three (3) consecutive calendar days without a reason acceptable to the Company.

11.04 It shall be the duty of employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach the employee.

11.05 An employee, absent from work, must report by 3:00 p.m. of the same day of their absence with their intentions of returning to work, for their next regularly scheduled shift.

11.06 (a) In the event a vacancy occurs in any of the classifications covered hereunder, the Company shall post a notice on the

bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within three (3) calendar days of such posting.

- (b) In filling permanent job vacancies and in cases of promotion or of increase or decrease of the work force, the following factors will be considered:
  - (i) Seniority;
  - (ii) Skill and qualifications;

Where between employees the factors in (i) and (ii) are relatively equal, the senior qualified employee will be selected. The Company will not exercise its discretion in an arbitrary or discriminatory manner. It is understood that an employee's overall work record may be used as a factor in filling permanent job vacancies.

11.07 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority providing those remaining have the skill and qualifications to perform the available work. Employees shall be recalled in the order of their seniority providing they have the skill and qualifications to perform the available work. No new employees will be hired until those laid off have been given an opportunity of re-employment providing those employees can perform the available work.

## ARTICLE 12 - LAYOFF

12.01 In the event of a layoff of more than fourteen (14) calendar days in duration, the Company agrees to give to an employee who has completed his probationary period, five (5) calendar days' notice or pay in lieu thereof. However; if the laid off employee refuses the recall of work greater than fourteen (14) calendar days, their employment shall be deemed to have terminated. The company will comply with current Employment Insurance provisions as it applies to ROE's (Record of Employment).

## ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 The provisions of this Article are for the purpose of computing hours of work and should not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise a guarantee of work schedules. The Company reserves the right to establish the starting and quitting time of employees at its discretion. The work week shall be Monday to Sunday

13.02 (a) The Company shall maintain the current practice of providing employees rest periods without loss of pay.

(b) Employees shall be allowed a one half (1/2) hour unpaid lunch break.

(c) When considered necessary by the Company, qualified employees who normally perform the work shall be offered the overtime opportunity by seniority. If there are insufficient employees to perform the available work, the Company shall offer such overtime opportunity to qualified employees in other classifications in accordance with seniority. If there are still insufficient employees, the employees who normally perform the work will be scheduled in reverse order of seniority.

13.03 (a) Overtime pay will be provided at one and one-half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty 40 hours in a week.

(b) Employees not working due to an unscheduled day off while working out of town on a job shall be compensated for eight (8) hours at their straight time hourly rate.

(c) Where a statutory holiday or a floater/lieu day falls within an employee's regular work week, the Company will include statutory hours and floater hours as part of the total regular work hours for the week.

13.04 An employee leaving on vacation shall be eligible for work in the week before his vacation commences. He shall be ineligible for further work until Sunday midnight after his vacation.

## ARTICLE 14 - CALL-IN

14.01 It is understood and agreed upon by the parties that if an employee is called in by the Company on a paid holiday or with less than eight (8) hours notice for the performance of any work in addition to his regularly scheduled working hours, they shall be provided a minimum of four (4) hours of work paid at his regular straight time rate, or the applicable overtime rate for actual hours worked, whichever is the greater. If, however, such unscheduled work forms a continuous period with their regularly scheduled working hours, no minimum shall apply.

## ARTICLE 15 – CLASSIFICATIONS, WAGES AND SPECIAL ALLOWANCES

15.01 The Company shall pay wage rates in accordance with Appendix "1" attached hereto and forming part of this Agreement.

15.02 Employees shall be paid by cheque or direct bank deposit and will be provided with an itemized statement of wages and deductions. If the Company decides to change the schedule of payment, the Company will provide two (2) months prior notice to the Union. The Employer at its discretion may move with the appropriate advance notice to Employees to biweekly pay periods in line with the rest of the Company.

15.03 During the term of this Agreement, the Company and the Union shall meet to discuss the rates of pay and terms and conditions that shall be applicable to any newly created position. All rates of pay, terms, and conditions are to be retroactive to the start of the new job classification.

If the Company and the Union fail to agree on the above, the Union has the right to file a grievance.

#### 15.04 CSE – Confined Spaced Entry

Non-Foreman personnel that perform CSE Supervision duties will receive premium pay of \$3.00 per hour when performing this task only. Applies to employees with appropriate training and authorization.

15.05 Safety Boots: The Company will provide each employee with one (1) pair of safety boots per year in line with the company policy. If additional boots are needed in the discretion of the supervisor the employee shall turn in the old pair and a new pair of boots shall be provided. This safety wear must meet the Branch requirements. The company shall supply winter boots as required.

15.06 The Company agrees to provide at no cost to the employees who need prescription glasses, one pair of prescription safety glasses and one pair of safety sunglasses. The Company will determine the supplier and type of glasses, once every two years. At the discretion of the Company, the period could be shortened on a need to basis.

15.07 Respirators: If respirators are required for a classification or job the Company will provide as needed. The employee is required to maintain respirators in good operating condition and if a replacement/repair is needed the employee must provide the inoperable unit to the coordinator.

15.08 Parkas: The Company agrees to pay the cost of a winter parka once every two years. This period could be altered to a shorter period on a need to basis. The employee is required to maintain parkas in good condition and if a replacement/repair is needed the employee must provide the damaged parka to the coordinator. The company shall supply a pool of winter bibs as required.

15.09 Per-Diem: Employees who are assigned to work off the premises will receive a per-diem of \$55.00 for each and every night away from the yard including travel days. If the company policy increases over the current \$55.00 in this section during the term of the agreement the per diem shall be increased. This will be paid through payroll.

15.10 Severance: The Company will pay severance pay to employees who are terminated as a result of a reduction in the workforce. Severance pay will be calculated as follows:

In line with the Employment Standards Act to a maximum of twenty six (26) weeks.

Employees who receive severance pay will lose all recall rights and are deemed terminated upon receipt of payment.

Severance under this provision includes any statutory severance payment due by virtue of applicable legislation.

#### ARTICLE 16 - TEMPORARY TRANSFER

16.01 If an employee is temporarily assigned to a job classification with a rate of pay lower than the employee's regular rate of pay, he shall receive his regular rate of pay for all hours spent working at such classification.

#### ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The following days shall be recognized as statutory holidays and employees who have acquired seniority will be paid for these holidays at the employees regular straight time hourly rate of eight (8) hours pay.

NEW YEAR'S DAY	THANKSGIVING DAY
GOOD FRIDAY	CHRISTMAS DAY
VICTORIA DAY	BOXING DAY
CANADA DAY	FAMILY DAY
CIVIC HOLIDAY	DECEMBER 31
LABOUR DAY	

17.02 An employee shall not be paid for any holiday if the holiday occurs while they are on a leave of absence.

17.03 An employee who is scheduled to work on the day of observance of one of the statutory holidays, and who works on such statutory holiday shall receive in addition to the holiday pay provided in

Section 17.01, pay at the rate of one and one-half (1.5) times his regular hourly wage rate for all hours worked on the statutory holiday.

## ARTICLE 18 - VACATION

18.01 The purpose of the vacation plan is to provide periods of rest and relaxation by the establishment of a system of vacations with pay for employees who are paid on an hourly rate basis.

It is intended that each employee must take their vacation time each year and that vacation time each year is not accumulated from one year to another.

18.02 The vacation year shall be from January 1st to December 31st. For all vacation requests, the Company will prepare a vacation request form to be distributed to employees by December 1st of the preceding year and employees are to indicate their preferences by December 15th. The Company will consolidate the preferences, make any changes required and post the vacation schedule by January 15th of the vacation year.

The Company maintains the right to limit the number of employees on vacation at any one time and preference as to vacation dates will be recognized on the basis of seniority. Any change to an employee's vacation schedule shall be made by mutual agreement between the employee and the Company.

18.03 Statutory Holidays which occur during an employee's vacation period shall be paid, in addition to the employee's vacation pay, in accordance with Article 13 at straight time hourly rate, or at the employee's option the employee shall be granted an additional day off with pay the next working day following his vacation period. The employee must make his selection known to his FS General Manager when scheduling his vacation period.

If an employee chooses to work in lieu of the statutory holiday it is clearly understood that he shall receive eight (8) hours pay for the statutory holiday and regular pay for hours worked.

18.04 Vacation entitlement is as follows:

First year on a pro rata basis and is as follows:

Hired from January to June:	5-Days / 40 Hours
Hired in July	4-Days / 32 hours
Hired in August	3-Days / 24 Hours
Hired in September	2-Days / 16 Hours
Hired in October	1-Day / 8 Hours
Hired November, December	0-Days / 0 Hours
0 to 5 Years	2 Weeks / 80 Hours
6 to 10 Years	3 Weeks / 120 Hours
11 to 20 Years	4 Weeks / 160 Hours
20+ Years	5 Weeks / 200 Hours

- (a) The Company agrees to credit employees who have transferred from other Company facilities with their years of service for the purpose of vacation entitlement.
  - (b) Vacation weeks of entitlement must be booked and taken in increments of no less than one (1) calendar week with the exception of the employees with more than two (2) weeks of annual vacation who may book their 3<sup>rd</sup> or 4<sup>th</sup> weeks in one (1) day increments on the vacation schedule. Should there be a need, employees with more than two (2) weeks can request up to five (5) single days booked on the original schedule provided the employee provides a seventy-two (72) hour written notice to the FS General Manager and further provided it does not interfere with employees who had previously booked vacation of one (1) week or more, subject to operational requirements.
- 18.05 (a) Vacation pay shall be calculated on the basis of forty (40) hours per week at the employee's straight time regular rate of pay, or on the basis of two percent (2%) of the employee's gross earnings as reported in the previous year on their T-4 statement, whichever is greater.
- (b) Vacation pay will be paid when vacation is taken.

## ARTICLE 19 – BENEFITS

### 19.01 Company Benefits

All Employees will be covered under the Clean Harbors group benefits program (Class 17) or (Class 25) within thirty (30) days of ratification. The Plan is administered by a third party provider and in accordance with the Plan Design. The Employer reserves the right to administer and modify the program.

Employees in Class 17 will be deducted a contribution to the benefit costs as determined from time to time by the Employer. The basis of this contribution shall be the same as for all Employees participating in the same plan.

Employees in Class 25 will be deducted a contribution that will cover 100% of the cost of the premiums for short and long term disability benefit plans and the Company will assume the cost of the other benefit plans (optional plans are to the account of the Employee). Employees in class 25 will be deducted a contribution to the benefit costs as determined from time to time by the company, at its sole discretion.

Employees in Plan 25 will have the choice once each year during the term of the Agreement to choose to enter Plan 17. Should the employee choose Plan 17 Plan 25 would then be closed to them. New enrollees into Class 17 must submit an enrolment form to the Employer's benefit department no later than March 17, 2017. Class 17 coverage will begin April 1, 2017 and contributions will begin the first pay period after April 1, 2017.

New employees hired after ratification will be automatically enrolled in Class 17 coverage.

The Company agrees to contribute one hundred percent (100%) toward the cost of the Ontario Health Insurance Plan (OHIP)

As for public plans, the Company will not be required to pay or to reimburse any sums other than what is required of employers under the Employer Health Tax Act.

The Union acknowledges that the Employment Insurance reductions allowed to the Company by virtue of the existence of a Sick Leave Plan shall be retained by the Company for the provision of the benefits described in this Article.

#### ARTICLE 20 - SICK LEAVE

20.01 Each eligible employee will receive five (5) sick days per calendar year which, if used, are payable at 100% of the employee's gross rate.

20.02 Sick days that are not used will be paid out at one hundred (100%) per cent of the employee's straight time hourly rate. Payment for sick days-will be paid out beginning of February.

#### ARTICLE 21 - LEAVE OF ABSENCE

21.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering the specific period of time. Leave granted shall be at the sole discretion of the Company and shall be without pay or any other form of compensation and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company will not act in an arbitrary or discriminatory manner in making its decision.

21.02 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his immediate supervisor at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. Such request shall contain:

- (a) Their reasons for the proposed absence;
- (b) The commencement date; and
- (c) The length of the proposed leave of absence.

21.03 In the event of emergencies such written request may be waived in favour of a verbal request by the employee to his immediate supervisor containing the same information requirement as referenced

in the above paragraph. A leave of absence so requested shall not be deemed to be authorized unless consented to by the immediate supervisor. The Company will not act in an arbitrary or discriminatory manner in making a decision under the terms of this Article 21.

## ARTICLE 22 - BEREAVEMENT LEAVE

22.01 An employee who has completed their probationary period in the event of a death of an employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; brother-in-law and sister-in-law of the employee through marriage or common-law union; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides will be paid their regular rate of pay for up to three (3) consecutive working days.

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

## ARTICLE 23 - JURY DUTY

23.01 The Company shall grant a leave of absence to an employee who is required to serve as a juror or subpoenaed to appear as a Crown Witness. The Company will pay such an employee the difference between his normal straight time hourly earnings for days he would have worked and the payment he receives for jury service or witness fee excluding payment for travelling, meals, or other expenses, up to a maximum of ten (10) working days. The employee shall present proof of service and the amount of pay he received.

Where an employee is required to serve as a juror or subpoenaed to appear as a Crown Witness beyond ten (10) working days, the

employee will be granted a leave of absence without pay for the period of time required. When an employee is subpoenaed to appear as other than a Crown Witness, the employee will be granted a leave of absence without pay for the period of time required.

#### ARTICLE 24 - BULLETIN BOARDS

24.01 The Company agrees to the posting of Union notices on a bulletin board. Such notices shall relate to appointments, Union meetings, Union elections and Union conventions, Union social and recreational affairs, provided that such notices shall be submitted to management for approval before being posted, and the Union shall not make any change in such notices thereafter. There shall be no distribution or posting by employees of pamphlets, advertising or political matters on the Company's premises.

#### ARTICLE 25 - HEALTH AND SAFETY

25.01 The Company shall continue to make and enforce reasonable provisions for the safety and health of employees during the hours of their employment. The Union will cooperate with the Company maintaining and promoting safe working practices.

25.02 The Company and the Union shall maintain Joint Occupational Health, Safety and Environment Committees consisting of at least two (2) members at the facility elected or appointed by the Union and at least two (2) members at the facility appointed by the Company.

25.03 All employees shall be trained on all operational equipment which they are required to use.

25.04 It is the responsibility of all Company drivers to report immediately to their direct supervisor any incident/accident involving a Company vehicle or equipment, and any citation they receive.

#### ARTICLE 26 - PENSION

26.01 The Retirement Plan remains the same for those employees already enrolled before November 10, 2010. Upon ratification, eligible employees (those hired after 11/10/2010) will have the opportunity to

participate in the Company's group RRSP/DPSP that is administered company wide as per plan rules. The Union acknowledges the Company's right to change any and all terms of the Plan at its sole discretion.

## ARTICLE 27- MISCELLANEOUS

27.01 It is understood the use of the masculine gender shall include the feminine gender.

### 27.02 HOW COMMITTEE

Parties discussed issues surrounding the scheduling of employees for regular hours, out of town hours, weekend hours and overtime hours. The parties further agreed to establish a committee comprised of two (2) bargaining unit employees (1 Driver, 1 Technician) and two (2) managerial employees that are involved in scheduling of bargaining unit employees.

The committee shall meet on an as needed basis when either employees or management believe the need has arisen in line with the stated goals. The committee's goal is to establish processes for the scheduling of bargaining unit employees and in keeping with the following principles:

- Safety
- Seniority
- Fairness
- Customer Service
- Legislation.i.e. Hours of Work
- Equalization of earning opportunities

The parties also recognize that the nature of the business includes many variables in the scheduling of hours, and that a balance of bargaining unit satisfaction and customer service is the desired outcome, and that there will be ongoing trials and tests to reach the ultimate balance and satisfaction.

Bargaining unit members shall be paid their applicable hourly rate for participating in these committee meetings.

ARTICLE 28 - DURATION

28.01 This Agreement shall become effective on April 13, 2017, and shall remain in effect until April 16, 2022 and shall continue automatically thereafter during annual periods of one year each unless either party notified the other party in writing as provided for in Article 28.02 of its desire to negotiate amendments to this Agreement.

28.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to April 12th, or similar periods thereof. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.

DATED at Burlington, Ontario, this 19<sup>th</sup> of April 2017

**CLEAN HARBORS**  
**Energy and Industrial Services Corp.**  
(Burlington Field Service Group)

  
\_\_\_\_\_  
Mark Freeman

  
\_\_\_\_\_  
Brett Herman

  
\_\_\_\_\_  
Dan Rockel

  
\_\_\_\_\_  
Ashley Fontaine

**TEAMSTERS LOCAL**  
**UNION NO 419**

  
\_\_\_\_\_  
Ken Dean

  
\_\_\_\_\_  
David Joy

## Appendix I

Classifications	Current	Effective 4-13-20 per hour	Effective 4-13-21 per hour
		2%	2%
Technician I	\$19.00	\$19.38	\$19.77
Technician II	\$22.00	\$22.44	\$22.89
Technician III	\$23.50	\$23.97	\$24.45
Foreman	\$29.50	\$30.09	\$30.69
Driver Class B	\$25.00	\$25.50	\$26.01
Driver Class A	\$27.00	\$27.54	\$28.09

Lump sum bonus of \$750.00 at ratification and \$500.00 in the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract less applicable deductions  
 2% base wage increase 4<sup>th</sup> year  
 2% base wage increase 5<sup>th</sup> year

New hire break in rates:

80% of the regular classified rate for the first two months  
 Thereafter the classified rate of pay

All wage increase referred to in this agreement shall be applied at the start of the first pay period after the effective date stated in the Collective Bargaining Agreement.

Nilo Spina will be offered the opportunity to receive the training for a "Class A" licence

**LETTER OF UNDERSTANDING & VOLUNTARY RECOGNITION AGREEMENT**

**BETWEEN:**

CLEAN HARBORS CANADA, INC.

“CHC”

AND

CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP.

“CHEISC”

AND

TEAMSTERS LOCAL UNION NO. 419

“Union”

**WHEREAS** CHC and the Union acknowledge and agree that the Union was certified by the Canada Industrial Relations Board on July 1, 2011 as the exclusive bargaining agent for all employees of the Employer working at or out of the Employer's premises in the City of Burlington, Ontario, excluding office and sales staff, oil recovery drivers, national transportation brokers and drivers, as well as supervisors and those above the rank of supervisor (the “federal bargaining unit”)

**AND WHEREAS** CHC and the Union acknowledge and agree they are bound to a collective agreement effective April 13, 2012 to April 12, 2017;

**AND WHEREAS** CHC and CHEISC have represented to the Union that its assets and liabilities are being transferred to CHEIS on or about January 1, 2015;

**AND WHEREAS** CHC and CHEISC have further represented to the Union that CHEISC shall become the employer of members of the federal bargaining unit on or about January 1, 2015 and that CHEISC's activities will, from and after January 1, 2015, be provincially regulated for the purposes of labour relations;

**AND WHEREAS** CHC, CHEISC and the Union acknowledge and agree that the Union has relied on the representations of CHC and CHEISC as set out in the recitals herein;

**NOW THEREFORE**, CHC, CHEISC and the Union acknowledge and agree:

1. The Union's federal bargaining rights with CHC shall remain intact.
2. CHEISC hereby recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer working at or out of the Employer's premises in the City of Burlington, Ontario, excluding office and sales staff, oil recovery drivers, national transportation brokers and drivers, as well as supervisors and those above the rank of supervisor (the “provincial bargaining unit”).

3. The Union represents all of the employees in the provincial bargaining unit set out in Schedule "A" attached hereto and that each is a member of the Union in good standing.
4. The CHEISC and the Union agree to be bound by the terms of the collective agreement entered into between CHC and the Union effective April 13, 2012 to April 12, 2017 as if they were original signatories thereto.
5. CHC, CHEISC and the Union agree that said collective agreement shall apply to any provincially and/or federally regulated work performed by CHEISC and/or CHC. In the interests of clarity, CHC, CHEISC and the Union acknowledge and agree that the collective agreement has been properly ratified.
6. CHC and CHEISC acknowledge that this Letter of Understanding & Voluntary Recognition Agreement is binding upon each of them and any successor which now employs, or in the future will employ, persons in the federal or provincial bargaining units referred to herein, and which is, or at any time in the future becomes, directly or indirectly owned or controlled by, or under the common control or direction with, CHC or CHEISC.
7. This Letter of Understanding & Voluntary Recognition Agreement may be executed in counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Letter of Understanding & Voluntary Recognition Agreement shall be in full force and effect as of the date they are fully executed.

SIGNED AND DATED THIS 5<sup>TH</sup> DAY OF 2014. JANUARY 2015

CLEAN HARBORS CANADA, INC.

Per:   
(Authorized Signing Officer)

TEAMSTERS LOCAL UNION NO. 419

Per:   
(Authorized Signing Officer)