

# **COLLECTIVE AGREEMENT**

**between**

**WASTE MANAGEMENT OF CANADA CORPORATION  
(OTTAWA LANDFILL)**

**and**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 1338**

**January 1, 2024 to December 31, 2028**

## Table of Contents

ARTICLE 1 - GENERAL PURPOSE .....	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - CHECKOFF OF UNION DUES.....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
ARTICLE 5 - NEGOTIATING COMMITTEE.....	5
ARTICLE 6 - SENIORITY.....	5
ARTICLE 7 - JOB VACANCIES AND LAYOFFS .....	7
ARTICLE 8 - GRIEVANCE PROCEDURE.....	8
ARTICLE 9 - ARBITRATION.....	10
ARTICLE 10 - DISCHARGE.....	11
ARTICLE 11 - HOURS OF WORK.....	12
ARTICLE 12 - HOLIDAYS.....	14
ARTICLE 13 - VACATION.....	15
ARTICLE 14 - LEAVE OF ABSENCE .....	17
ARTICLE 15 - WAGES.....	18
ARTICLE 16 - HEALTH AND SAFETY .....	19
ARTICLE 17 - HEALTH AND WELFARE BENEFITS .....	20
ARTICLE 18 - RETIREMENT SAVINGS PLAN .....	21
ARTICLE 19 - CLOTHING ALLOWANCE .....	22
ARTICLE 20 - GENERAL.....	23
ARTICLE 21 - NOTICES.....	25
ARTICLE 23 - TERM OF AGREEMENT .....	26
APPENDIX A - WAGES .....	27
LETTER OF AGREEMENT.....	28
RE: #1 Union Recognition .....	28
RE: #2 Mandatory Overtime .....	29
RE: #3 Health and Welfare Benefits .....	31
RE: #4 Go Camera .....	32
RE: #5 Heavy Equipment Licensed Mechanic.....	33
RE: #6 Benefits information session.....	34
APPENDIX B – Benefits plan.....	40

## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01** The Employer and the Union agree that the purpose and intent of this Agreement is, to formulate rules to govern the relationship between the Union, the employees and the employer bearing in mind that the Employer's business is a service business requiring reliable and continuous service to customers, performed with skill and efficiency and also to provide a formal method for the determination of wages, hours and other working conditions, as well as a mechanism for the settlement of grievances.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees at the Ottawa Landfill site, save and except maintenance administrators, supervisors, persons above the rank of supervisor, office, sales, laboratory, technical staff, students employed during the school vacation period.
- 2.02** The Employer will not make any written or verbal agreements with the employees which may conflict with the terms of this collective agreement.

## **ARTICLE 3 - CHECKOFF OF UNION DUES**

### **3.01 Check off**

The Employer shall deduct from every employee covered by this Agreement, any monthly dues in accordance with the Union constitution and/or by-laws, and owing by the employee to the Union.

### **3.02 Deductions**

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wage the deductions have been made. A copy of this list shall be forwarded to the Secretary-Treasurer of the Local.

### **3.03 Employer Save Harmless**

The Union shall indemnify and save harmless the Employer with respect to all claims and demands made against the Employer by any employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

### **3.04 Union Membership**

All employees who, as of the date of execution of this Agreement, are members of the Union shall maintain such membership, as a condition of employment, during the term of this Agreement, and all new employees hired after the execution of this Agreement shall become and remain members of the Union as a condition of employment.

### **3.05 Crossing of Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line recognized by the Union. Failure to cross such a picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Notwithstanding, the parties may come to a mutual agreement in writing to allowing an employee to cross a picket line.

### **3.06 Correspondence to the Union**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Secretary of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Secretary of the Union. The Steward must sign for a copy of the correspondence.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union agrees it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, to determine types and amounts of equipment to be used, establish schedules, to judge the qualifications of employees and to maintain discipline and efficiency.

**4.02** The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise the grievance procedure as outlined in the Agreement.

**4.03** The Union agrees that it is the right of the Employer to make, enforce and alter, from time to time, rules and regulations to be observed by the employee.

## **ARTICLE 5 - NEGOTIATING COMMITTEE**

### **5.01 Negotiating Committee**

The Union may elect or appoint not more than two (2) employees to be known as the Negotiating Committee. The Employer will recognize such Committee provided the employees on it have completed their probationary period under this Agreement and the Union notifies the Employer in writing of the names of such employees from time to time. The Union will endeavor to have a cross section of the employee group.

### **5.02 Permission to Leave Work**

No employee who is a member of the Negotiating Committee shall leave their work to negotiate with the Employer without the prior consent of their immediate supervisor, such consent shall not be unreasonably withheld.

### **5.03 Assistance of a National Representative**

The Negotiating Committee may have the assistance of a full-time representative of the Union at any Negotiating Committee meeting with the Employer.

### **5.04 Meetings of the Negotiating Committee**

In the event either party wishes to call a meeting of the Committee, it shall submit in writing such request stating items to be discussed or negotiated. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

## **ARTICLE 6 - SENIORITY**

### **6.01**

- a) Seniority shall mean length of continuous service with Waste Management of Canada Corporation at the Ottawa Landfill site.
- b) Seniority List

The employer shall also maintain a complete seniority list showing the date upon which each employee's service commenced and which classification each employee presently occupies. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards quarterly.

### **6.02 Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of fifty-five (55) worked days. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to

discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, an employee shall be credited with fifty-five (55) worked days' seniority.

### **6.03 No Loss of Seniority Rights**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by the Employer.

#### Loss of Seniority Rights

An employee shall only lose their seniority and shall be deemed to be terminated unless reinstated by agreement between the Company and the Union, if they:

- a) voluntarily quit the employ of the Company; or
- b) are discharged and such discharge is not reversed through grievance procedure; or
- c) are absent from work without a legitimate reason for a period of three (3) working days; or
- d) they fail to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- e) are laid off for a period equal to their seniority or twelve (12) months, whichever is lesser; or

### **6.04 No Transfer of Employees**

No employee shall be transferred or assigned to a position outside the bargaining unit without their explicit consent. Employees assigned or transferred to a position outside the bargaining unit for more than sixty (60) working days within a calendar year shall be deemed to have lost all seniority.

Employees temporarily transferred or assigned shall continue to enjoy all the rights and benefits of the collective agreement, including the hourly rate of pay and overtime provisions.

## **ARTICLE 7 - JOB VACANCIES AND LAYOFFS**

### **7.01 Job Posting**

When a job becomes vacant or a new position created, the Employer will post up for a period of five (5) working days at the Landfill site. The notice will contain the nature of the job, Line of Business, the basic qualifications required, the rate of pay and the hours of work. In the case of emergency, and a period of time not to exceed five (5) days, the Employer will not be required to post notice of vacancy and such vacancy can be filled by the Employer by appointment. Within five (5) working days of the date of appointment, the name of the successful applicant shall be posted on all bulletin boards in all Divisions covered by this Agreement.

### **7.02 Role of Seniority in Promotions & Transfers**

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and providing they can demonstrate having the required qualifications, skills and abilities to do the job in accordance with Article 7.01, after five (5) working days of training. If the Employer or the Employee agree that additional training will be beneficial, training shall be extended by an extra five (5) days.  
Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one week of appointment.

### **7.03 Layoffs**

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 qualifications to perform the available work. Employees shall be recalled in the order of their seniority providing they have the skill, ability, 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.

A lay-off shall be defined as a reduction in the workforce.

### **7.04 Continuation of Benefits**

Employees laid off shall have their coverage under the Employee Group Benefits Plan continued as described below:

Life insurance, accidental death, and dismemberment (AD&D), short term disability and long-term disability benefits will continue for a maximum of three (3) months from the date of layoff. Extended health and dental benefits can continue for a maximum of six (6) months from the date of layoff.

#### **7.05 Pay on transfer-higher rated job**

When an employee is assigned by the Employer to work in a position carrying a higher rate of pay, the employee shall receive the higher rate of pay for each hour that such work is performed. After a temporary assignment in a higher classification for over 2080 hours cumulative within a 24 month period, the employee shall permanently be paid the higher rate for that position unless the employee subsequently applies for and is successful in obtaining a position at a lower rate of pay.

#### **7.06 Pay on Transfer, Lower Rated Job**

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 Definition**

A grievance under this Agreement shall be defined as a complaint, dispute or controversy between the employee(s) or the Union and Employer relating to the interpretation, application, administration or alleged violation of the Agreement.

#### **8.02**

##### **a) Stewards**

One (1) member of the bargaining unit shall be the appointed Steward of the Local for the purpose of this Agreement. The Union shall notify the company in writing of the name of the Steward.

##### **b) Grievance Committee**

The Grievance Committee shall consist of the President, Vice-President, and one (1) Steward (from the appropriate Division, or their designate).

#### **8.03 Grievance Procedure**

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

Step 1 - The aggrieved employee(s) shall submit the grievance to their steward.

Step 2 - If the Union steward considers the grievance to be justified, the employee(s) concerned, together with a steward, shall first seek to settle the dispute with the employee's immediate supervisor, within five (5) working days of the date of the alleged grievance occurrence.

Step 3 - Failing settlement being reached in Step 2, the employee(s) concerned together with a steward shall submit the matter to the Manager within five (5) working days after the disposition of the procedure in Step 2. The Manager shall convene a meeting with the Grievance Committee and the full-time representative of the Union within twenty (20) working days of receipt of the grievance to discuss the matter. The Manager shall respond in writing, within five (5) working days of the meeting.

Step 4 - Failing a satisfactory settlement being reached at Step 3, the Union may, within ten (10) working days of receipt of the notice at Step 3, submit the matter to arbitration.

#### **8.04 Grievances in Writing**

Grievances and replies shall be in writing at all stages.

#### **8.05 Facilities**

The Employer shall supply a reasonable facility for the grievance meetings.

#### **8.06 Supplementary Agreements**

Supplementary agreements, if any, shall be in writing and signed by both parties and shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure.

#### **8.07 Employer and Union Grievances**

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that step shall appropriately apply. However, subject to Section 8.04, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not be bypassed. Where a group of employees have the same grievance, such grievances may be filed as a group grievance at Step 3 of the Grievance Procedure.

#### **8.08 Agreement Binding on Parties**

All signed agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

## **ARTICLE 9 - ARBITRATION**

### **9.01 Appointment**

If the Employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five (5) working days thereafter, the other party shall nominate an Arbitrator and notify the other party.

The two Arbitrators so nominated shall meet immediately and if within three (3) working days they fail to settle the grievance they shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson within a further period of two (2) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson unless extended by mutual consent. If the Parties agree, a single arbitrator may be used.

### **9.02 Limits**

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

### **9.03 No Right to Amend**

The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the Grievance Procedure.

### **9.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

### **9.05 Expenses**

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

## **9.06 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

## **9.07 Amending of Time Limits**

The time limits fixed in both the grievances and arbitration procedures may be extended by written consent of the parties.

# **ARTICLE 10 - DISCHARGE**

**10.01** An employee may be disciplined or discharged but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of a Steward or Union executive member. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

## **10.02 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee except where new related information has become available to the Employer after the notice has been given. In such cases, the Union and the employee shall be notified promptly of the additional grounds.

## **10.03 Personnel Records**

An employee shall have the right at any time during normal business hours, subject to operational considerations, to review their personnel record in the presence of an authorized representative of the Employer.

## **10.04 Adverse Report**

All disciplinary actions will be removed from the employees record after 12 months.

# ARTICLE 11 - HOURS OF WORK

## 11.01 Regular Hours

- a) The normal hours of work for all employees shall be forty (40) hours per week made up of five (5) eight (8) hour days, Monday to Friday working shifts shall be defined as follows and include one half (½) hour lunch break. Employees shall be entitled to overtime pay after forty (40) hours per week or 8 hours in a day, start time as defined below:

6:30 a.m. to 3:00 p.m.  
8:00 a.m. to 4:30 p.m.  
9:00 a.m. to 5:30 p.m.  
9:30 a.m. to 6:00 p.m.  
10:30 a.m. to 7:00 p.m.

- b) Notwithstanding the above, the employer may implement a regular forty (40) hour work week made up of five (5) eight (8) hour days, Tuesday to Saturday. Employees shall be entitled to overtime pay after forty (40) hours per week or 8 hours in a day, start time as defined below:

6:30 a.m. to 3:00 p.m.  
8:00 a.m. to 4:30 p.m.  
9:00 a.m. to 5:30 p.m.  
9:30 a.m. to 6:00 p.m.  
10:30 a.m. to 7:00 p.m.

The employer agrees that the Tuesday to Saturday schedule will be posted internally. Where there is an insufficient number of volunteers, the employer may, at their discretion, assign the schedule to the most junior qualified employee or fill with a new hire.

- c) Unlicensed Mechanics' normal hours of work shall be forty (40) hours per week made up of five (5) eight (8) hour days, Monday to Friday. Employees shall be entitled to overtime pay after (40) hours per week or 8 hours in a day, start time as defined below:

4:00 a.m. to 12:30 p.m.  
6:00 a.m. to 2:30 p.m.  
8:00 a.m. to 4:30 p.m.  
9:30 a.m. to 6:00 p.m.

- d) The employer will provide a minimum of one (1) week's notice to employees prior to their regular shift being changed, unless under exceptional circumstance.

## 11.02 Lunch Period

All employees shall be allowed one-half (½) hour off for lunch, which shall be taken at the time and place as per their then posted work schedule.

### **11.03 Rest Period**

Employees shall be allowed to take a one-half (1/2) hour or two (2) 15 minutes rest periods in each shift.

### **11.04 Overtime**

It is recognized that the Employer may require employees to perform overtime work. Time actually worked in excess of an employee's regularly schedule work day or work week, according to 11.01, will be paid at time and one-half (1 ½). If an insufficient number of senior employees are willing to accept such work, qualified junior employees shall be required to perform the work up to the maximum hours of work per day or week as below.

Notwithstanding the above, no employee shall be required to work in excess of eleven (11) hours in a work day, or fifty-five (55) hours in a work week.

### **11.05 Meal Allowance**

When an employee is required to work more than two (2) hours following but consecutive with their regular shift, they shall be paid a meal allowance of fourteen (\$14.00) upon ratification and fifteen (\$15.00) dollars, commencing on January 1, 2022

### **11.06 Call-in Time**

If an employee is called into work during their off hours, they shall be paid for four (4) hours work at straight time or time and one-half for all hours actually worked, whichever is the greater amount.

### **11.07 Temporary Lay-Offs**

Employees temporarily laid-off in a work week shall be given first opportunity to make up hours lost, by working any scheduled overtime in their classification, subject to their ability to perform the work required. Scheduled overtime shall be defined as any overtime that is not a continuation of normal hours.

**11.08** Employees reporting for work as usual for their assigned shift, unless notified not to report and for whom no work is available, by seniority, will be offered four (4) hours employment at other work and who is assigned beyond four (4) hours will be offered a further four (4) hours employment at other work at the employee's current rate of wages, or at the Employer's option, will be paid for four (4) hours in lieu of work. This provision shall not apply if the failure to provide work is caused by reasons of an illegal strike or work stoppage, fire, flood, power failure or other like causes beyond the Employer's control.

**11.09** No employee shall be required to work more hours per week than the hours set out in Part VII of the Employment Standards Act R.S.O.

## **11.10 Shift Premium**

Employees shall receive three dollars (\$3.00) additional compensation per hour for all hours worked on the Night Shift only. (Any shift scheduled between 10:00 p.m. and 5:00 a.m.)

## **11.11 Time Off In Lieu of Overtime**

An employee, at their option, may elect to be paid for all hours worked at the overtime premium or elect to take the equivalent time off in lieu of the overtime premium, in accordance with the following conditions:

- a) such time off must be requested in writing by the employee to their supervisor at least one (1) week in advance;
- b) such time off will be granted by the Company based on operational requirements;
- c) such time off may be accumulated to a maximum of two hundred hours (200) and then used or paid out prior to accumulating any more;
- d) such time off must be taken before December 31 of the year in which in the overtime was earned or the employee shall be paid for such overtime.

## **11.12 Absence From Work and Overtime**

Notwithstanding the above, an employee shall not be denied their overtime pay, if they have received prior approval of the Employer to be absent, is absent on union leave or is absent due to illness that is verified to the satisfaction of the employer.

## **11.13 Sunday Work**

If an employee is required to work on a Sundays the employee shall be entitled to double time their regular hourly rate of pay.

# **ARTICLE 12 - HOLIDAYS**

## **12.01 List of Holidays**

The following shall be recognized as holidays to be paid at the regular rates with respect to each employee covered in this Agreement who has completed probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Easter Monday
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	Two (2) Float Days
National Day for Truth and Reconciliation	

And any other holiday proclaimed by either the Federal, Provincial or Municipal Government.

If any of the above holidays fall on a Saturday or Sunday, the employees shall be entitled to the holiday pay or an alternative day off with pay at a mutually agreeable time.

## **12.02 Absence From Work**

An employee shall be entitled to holiday pay if they work their last working day before, their first scheduled working day after the holiday and on the holiday itself, if they are scheduled to work. An employee will not be denied holiday pay, if they have received prior approval of the Employer to be absent, is absent due to illness that is verified to the satisfaction of the employer, or is laid off and has worked one (1) working day in the five (5) calendar days preceding and following the holiday.

## **12.03 Overtime on Holidays**

If an employee is required to work on any of the said holidays, the employee shall be paid for the holiday plus time and one half their regular hourly rate of pay for all hours worked.

# **ARTICLE 13 - VACATION**

## **13.01 Length of Vacation**

An employee shall receive a vacation and vacation pay on the basis of an employee's service as of the employee's anniversary date:

- a) Less than one (1) year service - according to Employment Standards Legislation.
- b) One (1) year service or more - two (2) weeks - 4% of total earnings
- c) Five (5) years service - three (3) weeks - 6% of total earnings
- d) Ten (10) years service or more - four (4) weeks - 8% of total earnings
- e) Fifteen (15) years service or more - five (5) weeks - 10% of total earnings
- f) Twenty (20) years service or more - six (6) weeks - 12% of total earnings

## **13.02 Ontario Employment Standards Act**

Employees with less than one (1) year service whose employment is terminated for any reason shall receive vacation pay on severance, if any, in accordance with the Ontario Employment Standards Act.

### **13.03 Vacation Pay on Termination**

Employees with more than one (1) years service whose employment is terminated for any reason shall receive vacation pay on severance, proportionate to a number of vacation days earned to date and not used, in accordance with the foregoing. In the event of the death of an employee, their estate shall be credited with vacation pay determined as above.

### **13.04 Holidays During Vacation**

If one of the holidays in Article 12 falls or is observed during an employee's vacation, they will be given an additional day's pay in lieu of the holiday.

### **13.05 Vacation Schedule**

When preparing the annual vacation schedules, the Employer will, subject to its right to maintain a qualified working force, give preference as to vacation dates of employees based on length of service, for those employees who have submitted their vacation request in accordance with the following procedure:

- a) Vacation selection forms shall be made available to the first group consisting of the 5 most senior employees on the second (2<sup>nd</sup>) Monday of January of each year. Forms are due to be returned no later than Wednesday end of day. The second group of 5 employees, by seniority, will receive their vacation form on Wednesday to be returned by Friday end of day. The third group of 5 employees will receive their vacation form on Friday to be returned on Monday, end of day. This process will be repeated until all the employees have had a chance to choose their vacation. The Company will provide an up-dated vacation calendar to each group for selection purpose.
- b) The Employer will give preference for vacation dates based on the employee's length of service. If the employee submits its vacation request form past the due date for their group, the vacation form will be considered after all the other employees forms in the group being processed, and before the next group.
- c) Vacation schedules shall be posted by March 15<sup>th</sup> of each year and subject to a two (2) week period in which an employee may contest its accuracy. There shall be no change involving two or more employees unless mutually agreed upon by the Company, the affected employees, and the Union.
- d) Vacation time will be chosen by seniority. Employees will be restricted to book a maximum of two (2) continuous weeks during the summer period, which will be from June 1<sup>st</sup> to September 15<sup>th</sup>. After all the employees have had the opportunity to book their vacations, employees with pending weeks will be entitled to book any weeks left open during the summer period.
- e) Employees who give up their choice of vacation time by not scheduling, thereby leaving their vacation time pending, will have to take whatever is available, on a first come first serve basis.

- f) Employees shall be allowed to utilize annual vacation entitlement in less than five (5) days block, based on seniority, subject to operational requirements. Full weeks of vacation will be prioritized over single days. When all full weeks will be booked, the single days will be allowed to be submitted.

### **13.06 Vacation Pay**

Where an employee gives not less than fourteen (14) days notice to the Employer. Earned vacation shall be paid out on the first pay in December. Vacation pay shall be paid by separate cheque.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 Union Leave**

Leave of absence with pay shall be granted upon the request to the Employer to note more than two (2) employees elected or appointed by the employees to represent the Union at Union functions subject to operational requirements. The leave will be granted to one employee for a maximum of ten (10) days per year and one employee an unlimited amount. The union will reimburse the Employer for receipt of such pay.

### **14.02 Bereavement Leave**

In the event of a death in the immediate family of the employee covered by this Agreement, the Employer agrees to grant time off and to make up the employee's regular pay computed at their straight time rate for any absence up to five (5) days from their regularly scheduled work for the purposes of attending at or making arrangements for the funeral. Immediate family shall mean father, mother, grandmother, grandfather, spouse, brother, sister, children, stepchildren and foster children, grand children, mother-in-law and father-in-law.

An employee shall be granted three (3) days leave from their regularly scheduled work, with pay, for the purposes of attending at or making arrangements for the funeral, in cases of death of foster parent, brother-in-law, sister-in-law, or any relative who has been residing in the same household. The bereaved employee may take an additional two (2) days leave, without pay, for the purposes of attending or making arrangements for the funeral if so requested.

The Company may request employees to substantiate bereavement leave with proof satisfactory to the company.

### **14.03 Jury and Witness Duty**

The Employer will reimburse an employee for all regularly scheduled time lost while the employee is on jury duty or as a witness to provide evidence of such events witnessed during working hours. Such reimbursement shall be the difference between the employee's regular rate of pay and the amount they received for such jury or witness duty. The employee will be required to show

that they were on jury or witness duty and they will be required to establish the amount of money they received for such duty.

#### **14.04 General Leave**

The Employer will grant up to six (6) months leave of absence to an employee for personal reasons, having due regard to the operation of the Employer's business, provided such request is in writing and the reasons for requesting the leave are stated. Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave granted, the purpose of it, and the terms, if any on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discharge. A leave of absence under this paragraph may be extended for an additional six (6) month period if a request, in writing, for the extension is received by the Employer before the leave has expired and if the Employer and the Union mutually agree.

The Union will be notified of all leaves of absence under this paragraph. Any leave of absence under this paragraph:

- a) shall be without pay and benefits; and
- b) shall be without loss of seniority unless agreed to the contrary between the Employer and the employees or between the Employer and the Union.

#### **14.05 Time Off for Voting**

Employees who are qualified to vote shall, on election days, be allowed time off with pay, if necessary, for voting in accordance with the provisions of applicable Federal and Provincial laws and in accordance with any by-law of the Municipality in which an employee may reside.

### **ARTICLE 15 - WAGES**

#### **15.01 Payment of Wages**

The Employer shall pay wage rates in accordance with Appendix A attached hereto and forming part of this Agreement. Employees shall be paid every second Thursday, by direct payroll deposit. On each pay day, employees shall be provided with an itemized statement of wages and deductions.

## **ARTICLE 16 - HEALTH AND SAFETY**

**16.01** The Employer and the Union agree to recognize an employer-union Health and Safety Committee which is composed of two (2) Union and two (2) Employer representatives, who shall hold meetings as requested by either party and at times mutually agreed by both parties, for the purpose of discussing and promoting safety, health and sanitary practices, and the observation and enforcement of safety rules.

**16.02** The parties agree to be bound by the Occupational Health and Safety Act and its amendments.

### **16.03 Injury Pay Provision**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay unless a doctor states that the employee is fit for further work on that shift.

**16.04** In the case of an accident, the employee may request to have a Union Health and Safety Representative present at the accident site. Should the Employer decide to take any action against any employee resulting from any accident, they will do so within five (5) working days of the accident and will notify the Union within five (5) working days of the accident as well, unless the police report or insurance report or any other pertinent reports are not yet available in which case, the Employer will advise the Union of the circumstances still outstanding pending further investigation.

### **16.05 Fire Extinguisher**

All heavy equipment will be equipped with a fire extinguisher and first aid kit which will be properly maintained.

### **16.06 Prescription Safety Glasses**

The Employer agrees to provide (1) pair of prescription safety glasses to each employee requiring them through a Company designated vendor. In the event of damage or where an employee requires a change in prescription, the Employer shall also provide replacement safety frames and lenses.

## **ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

**17.01** Benefit package as detailed in appendix "B".

- Employer paid LTD.
- Members utilizing benefit at conversion to new plan shall not be adversely affected.
- Employees shall be presented with full costing of Buy-Up Plan prior making enrollment election.

### **17.02 Workers' Compensation Premiums Payment**

The Employer agrees to continue its contributions in accordance with 17.01a) above for such welfare coverage to employees absent due to injuries compensable under Workers' Compensation.

### **17.03 Individual Sick Days**

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the WSIB Act.

Effective January 1, 2016, employees shall be entitled to one sick day leave per calendar year with pay.

Effective January 1, 2017, employees shall be entitled to two (2) sick days leave per calendar year with pay.

Effective January 1, 2018, employees shall be entitled to three (3) sick days leave per calendar year with pay.

Unused sick days shall be cashed out at year end.

### **17.04 Proof of Illness**

An employee absent for three (3) or more consecutive days may be required to produce a medical certificate from a doctor, verifying that they were unable to perform the duties of their job and are fit to return to regular duties. The Company shall reimburse the employee for such medical certificate provided the certificate is acceptable to the Company and the employee provides proof of payment.

### **17.05 Advanced Payment Plan**

Pending a settlement of an employee's claim for Short Term Disability, the employee shall continue to receive payment consistent with the Short Term Disability plan, subject to the necessary adjustments and subject to the employee signing a repayment agreement.

## ARTICLE 18 - RETIREMENT SAVINGS PLAN

### 18.01 Employees' Retirement Savings Plan

In this Article, the terms used shall have the meanings as described:

The "Plan" means the Multi-Sector Pension Plan  
"Applicable Wages" means the wages for all hours worked and in addition:

- (i) the wages for all hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) All other payments, premiums, allowances and similar payments are excluded.
- (v) "Eligible Employee" means all employees in the bargaining unit.

**18.02** Eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to the Plan. Effective on January 1, 2022, each Eligible Employee shall contribute for each pay period an amount equal to 5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.

**18.03** The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

**18.04** The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 18 .04 of the agreement include:

- (i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender

- (ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- (iii) To Be Provided Initially And As Status Changes
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status
  
- (iv) To be Provided Annually but no later than December 1
  - current complete address listing

## **18.05**

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

## **ARTICLE 19 - CLOTHING ALLOWANCE**

### **19.01 Uniforms**

The Employer shall order for all employees in August and supply within seven days of reception, the following, each year:

- 5 long sleeve tee-shirts
  - 5 short sleeve tee-shirts
  - 5 pair of pants
  - 1 rain suit (as needed by the employee)
  - 1-5 in 1 winter jacket (summer jacket, winter vest, winter jacket)
- During the summer months the employer shall provide a pair of bib coveralls to employees.
- Leather-palmed gloves as required

The Employer will provide a voucher twice per year (by April 15 and October 15), in the sum of \$250 at an approved supplier for the purchase of suitable safety footwear. Safety boots form part of the standard uniform and must remain in good condition.

In addition, Mechanics and Landfill employees are to receive one (1) snowsuit annually. Employees shall return their old snowsuits.

Leather palmed work gloves will be supplied on an "as needed" basis. In order to get replacements, employees shall turn in their worn out gloves for new ones where possible. Wearing the current issue uniform is mandatory.

The employer shall make available, for the use of the employees, a washing machine on site in order to wash soiled uniforms.

In order to get a replacement for a rain suit, employees shall turn in their previous ones.

## **ARTICLE 20 - GENERAL**

### **20.01 Competition**

No employee shall work or be engaged, directly or indirectly, at any job or occupation at any time that is in competition with the Employer's business.

### **20.02 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union, with the Employer's approval, shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **20.03 Employer Rules**

The Employer agrees to supply to each employee, or to post a copy of all Employer rules. Wherever possible, prior to implementation of an amendment to or a new Employer rule, the Employer shall present to the Union for discussion, any amendment to or a new Employer rule.

### **20.04 Copies of the Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for every employee in the bargaining unit within forty-five (45) days of the signing of the Memorandum of Settlement. The cost of the printing is to be shared equally between the Union and the Employer.

## **20.05 Tool Replacement**

The Employer agrees to provide each maintenance employee with a tool allowance, through a third party vendor designated by the company up to the dollar values of) eight hundred and fifty dollars (\$850.00) (commencing on ratification) annually. The Parties recognize this tool allowance is intended for the purchase tools used on the job.

## **20.06 Payment of Legal Fees**

- (a) That where an employee is charged with an offence under the Criminal Code, the Highway Traffic Act or other Statute, for an act done while performing their duties, said employee shall be responsible for their own defense including the retaining of legal counsel and in the event of being acquitted of the charge, said employee may be reimbursed for such reasonable legal expenses incurred, up to a maximum of five hundred (\$500.00) dollars, provided that for the purposes of this sub-clause "acquitted" shall include the withdrawal of the relevant charge.
- (b) Where an action or proceeding is brought against an employee which, in the opinion of the Employer, affects or might affect such employee and has arisen out of their employment, the Employer may pay such judgment, costs and reasonable legal expenses incurred by such employee as may be determined by the Employer.

## **20.07 Professional Fees and Licenses**

The Employer shall pay licensing fees of mechanics that are required to have a Truck/Coach license and the General Automotive License.

## **20.08 Fire and Theft Insurance**

The Employer shall provide insurance covering mechanics tools and equipment on company premises. Each mechanic must provide a tool list to the Company specifying the tool and the replacement cost of each tool. Coverage will only apply in the instance of theft by forced entry and/or fire.

## **20.09 Employee Contact Information**

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

## **ARTICLE 21 - NOTICES**

### **21.01 Notice by Registered Mail**

Any notice required to be mailed to any employee is sufficient, if sent by registered mail to the last known address as reported to the Employer. Such notices are deemed to be received five (5) days following their mailing. Employees shall be responsible for notifying the Employer of any change of address.

## **ARTICLE 22 - WORK OF THE BARGAINING UNIT**

### **22.01 Employees not in the Bargaining Unit**

Employees of the Employer whose jobs are not in the bargaining unit shall not work on jobs included in the bargaining unit which as a direct result cause the layoff or reduction in an employee's normal hours, except where such work is done in an emergency situation or pertain to construction and maintenance of the landfill including work associated with landfill engineered infrastructure, cap construction, cell excavation, liner installation leachate control works installation, gas control installation and any other work associated with landfill engineered infrastructure and any construction related duties as required.

### **22.02 Change in Classification**

When the duties or volume of work in any classification are significantly changed or increased or when any position not covered by the classifications in Appendix 1 is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.


# ARTICLE 23 - TERM OF AGREEMENT


## 23.01 Effective Dates & Changes

This agreement shall continue in force from the 1<sup>st</sup> day of January 2024 until the 31<sup>st</sup> day of December 2028 and thereafter from year to year unless either party gives notice to the other not less than thirty (30) days or more than sixty (60) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to negotiate revisions thereof. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or renewed Agreement.

In witness whereof the parties hereto have executed this Agreement as of this 1<sup>st</sup> day of January 2024


### FOR THE EMPLOYER


  
\_\_\_\_\_  
Tiffany Taylor (Jan 29, 2024 14:30 EST)


  
\_\_\_\_\_  
Rwallace (Jan 29, 2024 14:38 EST)

\_\_\_\_\_

### FOR THE UNION

  
\_\_\_\_\_  
Greg Quast (Jan 26, 2024 13:51 EST)

  
\_\_\_\_\_  
Troy Doran (Feb 12, 2024 00:37 EST)

  
\_\_\_\_\_

lb:cope/sepb 491 

## APPENDIX A - WAGES

Classification	Jan. 1/24	Jan. 1/25	Jan. 1/26	Jan. 1/27	Jan. 1/28
	\$1.55	\$1.35	\$1.10	\$0.95	\$0.95
Traffic Controllers	\$32.80	\$34.15	\$35.25	\$36.20	\$37.15
Heavy Equipment Operator	\$34.33	\$35.68	\$36.78	\$37.73	\$38.68
Light Equipment Operator	\$32.40	\$33.75	\$34.85	\$35.80	\$36.75
Labour	\$28.94	\$30.29	\$31.39	\$32.34	\$33.29
Unlicensed Mechanic	\$35.15	\$36.50	\$37.60	\$38.55	\$39.50
Lead Hand	\$36.20	\$37.55	\$38.65	\$39.60	\$40.55
Licensed Mechanic	\$39.75	\$41.10	\$42.20	\$43.15	\$44.10

The lead hand plays an intermediate role between workers and supervisor/manager, providing guidance, training and assistance to the other workers, as directed by the supervisor/manager

**Heavy equipment:** Compactor, Bulldozer, Excavator, Rock truck, Grader, Loader, Scraper.

**Light equipment:** Backhoe, Tractor, Sweeper, Skid steer, Forklift, Roll Off / Water Truck.

lb:cope/sepb 491 

**LETTER OF AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #1 Union Recognition**

---


The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees at Ottawa Landfill save and except those excluded under Article 2.01 of the Collective Agreement.

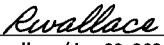
The Employer agrees that all work or services now being performed by the members of the CUPE Local 1338 out of Ottawa Landfill shall not be contracted, transferred, leased, assigned in whole or in part to any other plant, person or company within the City of Ottawa, unless the work or services are performed by members of CUPE Local 1338.

Original signed on \_\_\_\_\_

**Signed electronically:**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Tiffany Taylor (Jan 29, 2024 14:30 EST)

  
\_\_\_\_\_  
Rwallace (Jan 29, 2024 14:38 EST)

\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
Greg Quast (Jan 26, 2024 13:51 EST)

  
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Troy Doran (Feb 12, 2024 00:37 EST)

  
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lb:cope/sepb 491 

**LETTER OF AGREEMENT**

**between**

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #2 Mandatory Overtime**

---

Whereas the parties have had numerous grievances relating to mandatory overtime of employees at the end of their regular work shift; and

Whereas the parties desire to establish a formalized procedure to resolve all past and potential future issues related to overtime.

The parties therefore agree to the following procedure:

- (a) The Union recognizes that the Employer will from time to time require employees to perform overtime work. Therefore, employees shall be required to work overtime, that occurs and runs concurrent with the Employer's regular scheduled workday.

Except if an employee is unavailable to perform the overtime the employees shall be responsible to inform the Employer prior to the start of their regular shift unless circumstances arise during the course of the employee's day that require their immediate attention. In such case, the employee shall immediately inform the Employer of their unavailability to work overtime.


- (b) Employees notifying the Employer, in accordance with A, shall not be required to perform overtime in such cases, the overtime shall be offered to other qualified employees based on seniority.
- (c) Nothing in this Agreement shall obligate employees to work more hours per week than are set out in Part IV of the Employment Standards Act.
- (d) All outstanding matters and grievances related to the mandatory overtime issue are hereby resolved between the parties. The Employer agrees to remove any past discipline and reimburse employees for any lost time prior to the signing of this Agreement.


- (e) Should any conflict occur with the application or interpretation of this Agreement the parties shall meet in order to discuss the situation.

Original signed on \_\_\_\_\_

**Signed electronically:**


**FOR THE EMPLOYER**

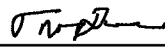
  
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Tiffany Taylor (Jan 29, 2024 14:30 EST)

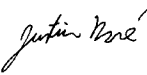
  
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Rwallace (Jan 29, 2024 14:38 EST)

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**FOR THE UNION**

  
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Greg Quast (Jan 26, 2024 13:51 EST)

  
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Troy Doran (Feb 12, 2024 00:37 EST)

  
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**LETTER OF AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #3 Health and Welfare Benefits**

---

Whereas; employees have the option to accumulate overtime hours in accordance with Article 11.13, and;

Whereas; employees accumulate vacation accordance with Article 13, and;


Whereas; employees have been denied or delayed entitlement to the Company sponsored Weekly Indemnity coverage from the benefit carrier as a result of having cashed out banked overtime and/or vacation.

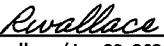
Therefore; the Company agrees to insure that employees shall not be adversely affected regarding Weekly Indemnity entitlement resulting from cashing out earned vacation or banked overtime.

Original signed on \_\_\_\_\_

**Signed electronically:**


**FOR THE EMPLOYER**

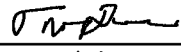
  
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Tiffany Taylor (Jan 29, 2024 14:30 EST)

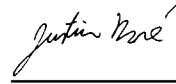
  
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Rwallace (Jan 29, 2024 14:38 EST)

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**FOR THE UNION**

  
\_\_\_\_\_  
Greg Quast (Jan 26, 2024 13:51 EST)

  
\_\_\_\_\_  
Troy Doran (Feb 12, 2024 00:37 EST)

  
\_\_\_\_\_

**LETTER OF AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #4 Go Camera**

---


The parties above agree that the Employer may introduce, as a pilot project, the use of video recording of drivers under the following conditions.


1. Any bargaining unit member who is to be video-taped must agree, in writing, to have themselves video-taped while performing regular duties. The written permission must be signed, and witnessed by a CUPE Local 1338 representative. There shall be no reprisals against any member who does not agree to be video-taped;
2. No surreptitious video recording is to occur on any member of Local 1338;
3. Video recording is to be used as a training tool only, must occur within plain sight of the person being taped, and cannot be used in any other matter, including but not limited to discipline of any member.
4. Video is to be reviewed by the persons directly involved in the recording only. All recorded video must be erased within leave (12) hours of its recording.
5. An individual may withdraw their consent to be video-taped at any time;
6. Either party may withdraw their agreement with thirty (30) days notice, but in no event shall this memorandum be extended past the date of expiry of the current collective agreement, including renewal period.

Original signed on \_\_\_\_\_

**Signed electronically:**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Tiffany Taylor (Jan 29, 2024 14:30 EST)

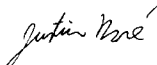
  
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Rwallace (Jan 29, 2024 14:38 EST)

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**FOR THE UNION**

  
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Greg Quast (Jan 26, 2024 13:51 EST)

  
\_\_\_\_\_  
Troy Doran (Feb 12, 2024 00:37 EST)

  
\_\_\_\_\_  
Justin Kane

**LETTER OF AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #5 Heavy Equipment Licensed Mechanic**

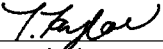
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When the Company posts the Heavy Equipment Licensed Mechanic position as bargained on April 16, 2021, the following process will be followed:

- 1- The position will be posted as per Art 7.01 of the Landfill agreement.
- 2- If the position is not filled, the position will then be posted at the Hauling site for 5 days, before being posted externally and at other WM locations.
- 3- Candidates from the Hauling site will be considered as external candidates and any rights under the Hauling Collective Agreement are not transferable or applicable to the Landfill Collective Agreement.
- 4- This LOU does not limit or restrict the Management rights as defined in article 4 of this Agreement.

**Signed electronically:**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Tiffany Taylor (Jan 29, 2024 14:30 EST)

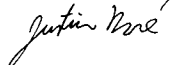
  
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**FOR THE UNION**

  
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Greg Quast (Jan 26, 2024 13:51 EST)

  
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Troy Doran (Feb 12, 2024 00:37 EST)

  
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**LETTER OF AGREEMENT**

between

**WASTE MANAGEMENT OF CANADA CORPORATION  
(Ottawa Landfill)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1338**

**RE: #6 Benefits information session**

---


Within 90 days of ratification of this Collective Agreement, and every year thereafter, the employer will hold information sessions with the employees to explain the various options for the benefit plan under the Buy up option.


The annual information session must take place at least 30 days prior to the annual review of the benefits plan.

The annual information session will continue to take place past December 31<sup>st</sup>, 2028, until a new collective agreement is ratified.

**Signed electronically:**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Tiffany Taylor (Jan 29, 2024 14:30 EST)


  
\_\_\_\_\_  
Rwallace (Jan 29, 2024 14:38 EST)

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**FOR THE UNION**

  
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Greg Quast (Jan 26, 2024 13:51 EST)

  
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Troy Doran (Feb 12, 2024 00:37 EST)

  
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## PARTICIPATION AGREEMENT

The Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BETWEEN:**

**WASTE MANAGEMENT OF CANADA INC.**  
(the "Employer")

**-AND-**

**MULTI-SECTOR PENSION PLAN**  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi- Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 1338 of the Canadian Union of Public Employees (the "Union"), and In consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 1st day of January, 2010 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event



exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only At Plan Commencement

Date of Hire  
Date of Birth  
Date of First Contribution  
Seniority List to include hours from date of hire to Employer's fund entry date  
(for the purpose of calculating past service credit)  
Gender

ii) To Be Provided With Each Remittance

Name  
Social Insurance Number

AB 4-  
RW  
12

Monthly Remittance Pensionable Earnings Year to Date Contributions  
Employer portion of arrears owing due to error, or late enrolment  
by the Employer

iii) To Be Provided Initially And As Status Changes

Full Address  
Termination Date Where Applicable (MM/DDNY)  
Marital Status

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

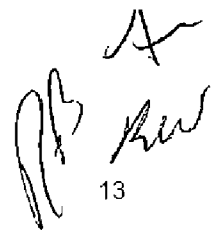
**EMPLOYER:**

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**MULTI-SECTOR PENSION PLAN, by its**

**Trustees**

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13

**APPENDIX B - Benefits plan**

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
<b>Operational Rules for Optional Coverages and Optional Buy-Up Plan</b>	<p>Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.</p> <p>Any amounts of coverage subject to evidence of insurability do not take effect until the date approved in writing by the insurance company.</p>	<ol style="list-style-type: none"> <li>1. The employee has 31 days from the date eligible to elect enrollment in the Buy Up Plan. The member can only opt out of health and dental coverage with proof of spousal coverage.</li> <li>2. The member is locked in the Plan until the earlier of an eligible <b>lifestyle change</b> or <b>two enrollment cycles</b>.</li> <li>3. An eligible <b>lifestyle change</b> includes marriage/common law, divorce, birth/adoption of first child, death of dependent or loss of spousal coverage.</li> <li>4. The <b>annual open enrollment</b> period will occur in August/September of each year and the employee can elect to change Plans by completing the necessary processes. Changes take effect each January 1.</li> <li>5. Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.</li> </ol>
<b>Eligible Employees</b>	Minimum of 30 hours per week.	Same as Base Plan
<b>Waiting Period</b>	First of the month following 3 months of continuous employment	Same as Base Plan
<b>Dependent Definition</b>		
<i>Spouse</i>	Legal or common-law, same or opposite sex	Same as Base Plan
<i>Child</i>	From birth to age 21 or 26 if a full-time student. Handicapped children are covered past the limiting age.	Same as Base Plan

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
<b>Extension of Coverage</b>	Illness - Continued during the period of illness. Maternity/Adoption and Parental Leaves - As required by law. Termination Notice/Severance - As required by law. Lay-Off, Leave of Absence - Up to 3 months following the end of the month in which the absence started.	Same as Base Plan
<b>Basic Life Insurance</b>		
<b>Schedule of Coverage</b>	\$25,000	Annual Earnings rounded to the next higher \$1,000.
<b>Definition of Earnings</b>	N/A	Base earnings as per the prevailing collective agreement
<b>Non-Evidence Maximum</b>	N/A	N/A
<b>Overall Maximum</b>	N/A	N/A
<b>Waiver of Premium Provision</b>	Included	Included
<b>Conversion Privilege</b>	Included	Included
<b>Termination Age</b>	Earlier of termination or retirement.	Same as Base Plan
<b>Optional Employee Life Insurance</b>		
<b>Schedule of Coverage</b>	Units of \$25,000	Same as Base Plan
<b>Overall Maximum</b>	\$250,000	
<b>Waiver of Premium</b>	Same as Basic Life	
<b>Suicide Provision</b>	Applies during first 2 years of coverage.	
<b>Conversion Privilege</b>	Included	
<b>Termination Age</b>	Earlier of age 65, retirement or termination of employment.	
<b>Cost Sharing</b>	100% Employee Paid	
<b>Optional Dependent Life Insurance</b>		
<b>Schedule of Coverage</b>	<b>Spouse:</b> Units of \$25,000 <b>Each Child:</b> \$5,000 or \$10,000	Same as Base Plan
<b>Overall Maximum</b>	<b>Spouse</b> - \$250,000	
<b>Waiver of Premium</b>	Same as Basic Life	
<b>Suicide Provision</b>	Applies during first 2 years of coverage.	
<b>Conversion Privilege</b>	Included for Spouse only.	
<b>Termination Age</b>	Earlier of Spouse's 65 <sup>th</sup> birthday, employee's retirement or termination of employment, or the date a	

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
	dependent is no longer eligible.	
<b>Cost Sharing</b>	100% Employee Paid	
<b>Dependent Life</b>		
<b>Spouse</b>	See Optional Dependent Life	See Optional Dependent Life
<b>Each Child</b>		
<b>Waiver of Premium</b>		
<b>Conversion Privilege</b>		
<b>Termination Age:</b>		
<b>Basic AD+D</b>		
<b>Amount of Coverage</b>	Same as Basic Life	Same as Basic Life
<b>Definition of Earnings</b>	Same as Basic Life	Same as Basic Life
<b>Maximums</b>	Same as Basic Life	Same as Basic Life
<b>Waiver of Premium</b>	Same as Basic Life	Same as Basic Life
<b>Loss Schedule</b>		
<i>Life</i>	Principal Sum	Principal Sum
<i>Both Hands or feet</i>	Principal Sum	Principal Sum
<i>Sight of both eyes</i>	Principal Sum	Principal Sum
<i>One hand and one foot</i>	Principal Sum	Principal Sum
<i>One hand and sight of one eye</i>	Principal Sum	Principal Sum
<i>One foot and sight of one eye</i>	Principal Sum	Principal Sum
<i>Speech and hearing in both ears</i>	Principal Sum	Principal Sum
<i>One arm or one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>One hand or one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Sight, one eye</i>	2/3 Principal sum	2/3 Principal sum
<i>Speech</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing, both ears</i>	2/3 Principal sum	2/3 Principal sum
<i>Hearing in one ear</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Thumb and index finger</i>	1/3 Principal Sum	1/3 Principal Sum
<i>Four fingers on one hand</i>	1/3 Principal Sum	1/3 Principal Sum
<i>All toes on one foot</i>	1/6 Principal Sum	1/6 Principal Sum
<i>Loss of use of both arms</i>	Principal Sum	Principal Sum
<i>Loss of use of both hands</i>	Principal Sum	Principal Sum
<i>Loss of use of both feet</i>	Principal Sum	Principal Sum
<i>Loss of use of one arm</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one leg</i>	3/4 Principal Sum	3/4 Principal Sum
<i>Loss of use of one hand</i>	2/3 Principal sum	2/3 Principal sum
<i>Loss of use of one foot</i>	2/3 Principal sum	2/3 Principal sum
<i>Paraplegia, hemiplegia, quadriplegia</i>	Principal Sum	Principal Sum

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
<i>Rehabilitation</i>	Maximum \$10,000	Maximum \$10,000
<i>Repatriation</i>	Maximum \$10,000	Maximum \$10,000
<b>Coverage Termination</b>	Same as Basic Life	Same as Basic Life
<b>Optional AD&amp;D</b>		
<b>Employee Only Plan</b>	Units of \$25,000 to a maximum of \$250,000	Same as Base Plan
<b>Employee and Family Plan</b>	<b>Spouse Only:</b> 50% of Principal Sum <b>Spouse and Children:</b> 40% of Principal Sum for spouse and 10% of Principal Sum for each child <b>Children Only:</b> 15% of Principal Sum	
<b>Waiver of Premium</b>	Same as Basic AD+D	
<b>Loss Schedule + Additional Provisions</b>	Same as Basic AD+D	
<b>Termination Age</b>	Same as Basic AD+D	
<b>Cost Sharing</b>	100% Employee Paid	
<b>Short Term Disability/Weekly Indemnity</b>		
<b>Schedule of Coverage</b>	66.67% of earnings to prevailing E.I. maximum weekly benefit (\$447 in 2009). Taxable income.	66.67% of earnings; no weekly maximum benefit. Taxable income.
<b>Elimination Period</b>	Injury/hospitalization: None Sickness: 5 days	Same as Base Plan
<b>Definition of Earnings</b>	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
<b>Benefit Duration</b>	26 Weeks	Same as Base Plan
<b>Definition of Disability</b>	Wholly and continuously disabled by sickness or accidental bodily injury which prevents the person from working at their own occupation.	Same as Base Plan
<b>Recurrent Disability Clause</b>	Same or related cause - Within 2 weeks of having returned to work on a full time basis. 1 day for unrelated cause.	Same as Base Plan
<b>Subrogation Clause</b>	Included	Same as Base Plan
<b>Benefit Payment Termination</b>	Earlier of 26 weeks, recovery or death.	Same as Base Plan
<b>Coverage Termination</b>	Earlier of termination or retirement.	Same as Base Plan

<b>Long Term Disability</b>		
<b>Schedule of Coverage</b>	50% of Earnings to a \$2,000 maximum monthly benefit. Taxable or nontaxable (employee pays 100%).	66.7% of Earnings. Taxable or nontaxable (employee pays 100%).
<b>Definition of Earnings</b>	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
<b>Non-Evidence Maximum</b>	\$2,000	\$9,800
<b>Overall Maximum</b>	\$2,000	\$9,800
<b>Elimination Period</b>	26 Weeks	Same as Base Plan
<b>Definition of Disability</b>	Elimination Period plus 24 month own occupation, any occupation thereafter.	Same as Base Plan
<b>Direct Benefit Offsets</b>	CPP/QPP, WSIB, disability, retirement or unemployment benefits provided under any group insurance or pension plan or any other arrangement of coverage for individuals in a group.	Same as Base Plan
<b>All Source Maximum</b>	85% of gross (net if nontaxable) pre-disability Earnings	Same as Base Plan if payments are taxable or 85% of net pre-disability Earnings if payments are non-taxable.
	Disability benefits including dependent CPP/QPP disability benefits.	Same as Base Plan
<b>Rehabilitation Program</b>	Benefits reduced by 50% of rehab earnings and overall income are limited to 100% of pre-disability gross Earnings.  Maximum period of 24 months	Same as Base Plan
<b>Pre-Existing Conditions Exclusion</b>	Applies as per current insurance contract.	Same as Base Plan
<b>Exclusions + Limitations</b>	<b>No benefits are payable when:</b>	<b>No benefits are payable when:</b>
	Disability is due to intentional self-inflicted injury or illness while sane or insane	Same as Base Plan
	Ceases to be under the care of a physician.	Same as Base Plan

	<b>Base Plan</b>	<b>Buy-Up Plan</b>
	Disability is due to injury resulting directly or indirectly from insurrection, war, service in the armed forces or any country or participation in a riot.	Same as Base Plan
	Disability due to cosmetic surgery or treatment, when determined as such by Manulife, unless such surgery or treatment is for accidental injuries and commenced within 90 days of the accident.	Same as Base Plan
	Working for wage or profit other than with the employer	Same as Base Plan
	During any period of leave, layoff or strike, except where prohibited by law	Same as Base Plan
	<b>Payments end when:</b>	<b>Payments end when:</b>
	Disability ends/Employee recovers/Employee Death	Same as Base Plan
	Manulife does not receive proof of disability as requested	Same as Base Plan
	Employee fails to take physical examination or mental evaluation, participate in appropriate rehabilitation program, complete and return a reimbursement agreement/direction form or comply with the terms of a signed reimbursement agreement/direction form as requested by Manulife	Same as Base Plan
<b>Coverage Termination</b>	Earlier of age 65 less the Elimination Period, recovery, death or retirement.	Same as Base Plan

<b>Extended Health</b>		
<b>Deductible</b>	\$25/\$50	None
<b>Overall Maximum</b>	Unlimited maximum	Same as Base Plan
<b>Coinsurance Levels</b>	80%	100%
<b>Hospital (inside and outside Canada)</b>	Semi-Private	Same as Base Plan
<b>Convalescent Home</b>	N/A	N/A
<b>Nursing Home</b>	Covered to a maximum of 180 days	Same as Base Plan
<b>Rehab Centre</b>	N/A	N/A
<b>Prescription Drugs + Medicines -Items Covered by the Drug Card</b>	<p>\$9.00 Dispensing Fee Cap</p> <p>Mandatory Generic Substitution</p> <p>Drugs available only by prescription when prescribed by a Physician or Dentist, and dispensed by a Pharmacist, Physician or Dentist</p> <p><b>Will meet RAMQ requirements</b></p>	Same as Base Plan
<b>Prescription Drugs + Medicines -Items NOT Covered by the Drug Card</b>	<p>Drugs and supplies of a non-prescription nature required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism.</p> <p><b>Will meet RAMQ requirements</b></p>	Same as Base Plan
<b>Ambulance</b>	Transportation by a licensed ground ambulance to and from a local hospital. Includes air ambulance.	Same as Base Plan
<b>Lab Tests</b>	Covered	Same as Base Plan
<b>Ophthalmologist and Licensed Optometrist</b>	Visual Motor Therapy - \$10 per 1/2 hour	Same as Base Plan

<b>Orthopedic shoes</b>	Orthopedic shoes, limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes.	Same as Base Plan
<b>Orthotics</b>	N/A	N/A
<b>Medical Equipment</b>	<p>Oxygen including the equipment necessary for administering oxygen.</p> <p>Wigs or hairpieces if required solely as a result of medical treatment or injury. \$500 LTM.</p> <p>Splints, trusses, braces, crutches, cast.</p> <p>Rental or purchase of a wheelchair, hospital bed or iron lung.</p>	Same as Base Plan.
<b>Medical Supplies</b>	Stump socks, limited to six pairs in a year, elastic support stockings, limited to 2 pairs in a year, traction appliances, spinal and abdominal medical supports, varco traction kits, belts and similar appliances, neck braces, cervical collars, ileostomy or colostomy kits,	Same as Base Plan.
<b>Prosthetics</b>	Artificial limbs or eyes and any other prosthetic device for a medical condition arrested by or corrected by surgery	Same as Base Plan.

<b>Paramedical Practitioners</b>		
<i>Acupuncturist</i>	N/A	N/A
<i>Audiologist</i>	N/A	N/A
<i>Dietician</i>	N/A	N/A
<i>Homeopath</i>	N/A	N/A
<i>Chiropractor</i>	\$300 CYM/per person. \$35/Year for x-rays.	Same as Base Plan.
<i>Podiatrist</i>	\$300 CYM/per person. \$200 CYM/per person for surgery by a Podiatrist	Same as Base Plan.
<i>Massage Therapist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Naturopath</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Osteopath</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Psychologist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Speech Therapist</i>	\$300 CYM/per person.	Same as Base Plan.
<i>Physiotherapist</i>	\$300 CYM/per person.	Same as Base Plan.
<b>Private Duty Nursing</b>	\$25,000 every three years	Same as Base Plan.
<b>Radiotherapy and Coagulotherapy</b>	Radiology and Blood transfusions covered	Same as Base Plan.
<b>Accidental Dental</b>	Dental treatment required as a direct result of accidental injury to natural teeth, provided it is rendered within 12 months of the accident, and the claimant's coverage as well as this plan are still in force.	Same as Base Plan.
<b>Hearing Aids</b>	Covered	Same as Base Plan.
<b>Out of Province/Country Emergency</b>	60 day absence maximum. Unlimited LTM.	Same as Base Plan.
<b>Vision Care</b>		
<i>Frames, Lenses &amp; Contact Lenses</i>	\$250 every 24 months	Same as Base Plan
<i>Other Vision</i>	Contact lenses, or glasses, required after cataract surgery, limited to \$100 LTM per eye. Effective January 1, 2010 – One eye exam every 24 consecutive months.	Same as Base Plan
<b>Coverage Termination</b>	Earlier of termination of employment or retirement.	Same as Base Plan

<b>Dental Care</b>		
<b>Deductible</b>	\$25/\$50	Nil
<b>Fee Guide</b>	Current	Current
<b>Coinsurance Levels</b>		
<i>Diagnostic &amp; Preventive Services (Type 1)</i>	100%	Same as Base Plan
<i>Minor (Basic) Restorative (Type 2)</i>	50%	80%
<i>Major Restorative (Type 3)</i>	50%	Same as Base Plan
<i>Orthodontic Services (Type 4)</i>	50%	Same as Base Plan
<b>Maximums</b>	All Types 1-3 Combined: \$1,500/CYM Orthodontia: \$1,500 LTM	All Types 1-3 Combined: \$2,000/CYM Orthodontia: \$2,000 LTM
<b>Pre-Determination Level</b>	\$300	Same as Base Plan
<b>Diagnostic and Preventive Services –Type 1</b>		
<i>Oral Exams</i>	• Oral examinations, once every 5 months.	Same as Base Plan
<i>X-Rays</i>	• Bitewing films, once every 5 months; • Full mouth series of films, once every 24 months;	Same as Base Plan
<i>Cleaning and Fluoride</i>	• Prophylaxis (light scaling and polishing of teeth) once every 5 months; • Topical application of an anticariogenic agent, once every 5 months.	Same as Base Plan
<i>Consultations</i>	Consultation required by the attending dentist.	Same as Base Plan
<i>Emergency or Palliative Services</i>	Necessary treatment for the relief of dental pain.	Same as Base Plan
<b>Minor Restorative (Basic) Services – Type 2</b>		
<i>Tests and Lab Exams</i>	Laboratory procedures if required in relation to dental surgery.	Same as Base Plan
<i>Space Maintainers</i>	Provision of space maintainers for missing primary teeth or of habit-breaking appliances.	Same as Base Plan
<i>Pit and Fissure Sealants</i>	Pit and fissure sealants	Same as Base Plan

<i>Fillings</i>	Amalgam, silicate, acrylic and composite restorations.	Same as Base Plan
<i>Extractions</i>	<ul style="list-style-type: none"> <li>• Extractions (including extractions of impacted teeth);</li> <li>• Simple alveolectomy at the time of tooth extraction;</li> <li>• Removal of tumors, cysts, neoplasms; incision and drainage of an abscess.</li> </ul>	Same as Base Plan
<i>Endodontics</i>	Treatment of the diseases of the dental pulp (i.e. root canal therapy).	Same as Base Plan
<i>Periodontics</i>	Treatment of the tissues and bones supporting the teeth including surgery, provisional splinting and occlusal equilibration. Scaling limited to 6 units per year.	Same as Base Plan
<i>Surgery</i>	Diagnostic radiographs and general anesthetic if required in relation to dental surgery.	Same as Base Plan
<i>Injectible Drugs</i>	Injection of antibiotic drugs when prescribed by a dentist.	Same as Base Plan
<i>Repair of Bridges and Dentures</i>	Covered	Same as Base Plan
<i>Denture Reline and Rebase</i>	Covered	Same as Base Plan
<i>Anesthesia</i>	Covered	Same as Base Plan
<b>Major Services – Type 3</b>		
<i>Bridges</i>	<p>Creation of an initial bridge</p> <p>Replacement of, or an addition to, an existing bridge will be considered if one of the following circumstances occurs:</p> <ol style="list-style-type: none"> <li>1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan;</li> <li>2. the existing bridge is at least 5 years old and</li> </ol>	Same as Base Plan

	cannot be made serviceable; 3. the existing bridge is temporary and is replaced with a permanent bridge within 12 months of when the temporary one was installed.	
<i>Dentures</i>	Creation of an initial denture. Replacement of or an addition to an existing denture will be considered if one of the following circumstances occurs: 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing denture is at least 5 years old and cannot be made serviceable; 3. the existing denture is temporary and is replaced with a permanent denture within 12 months of when the temporary one was installed.	Same as Base Plan
<i>Inlays and Onlays</i>	Covered	Same as Base Plan
<i>Crowns</i>	Crowns, including gold and porcelain veneer restorations when other material is not suitable	Same as Base Plan
<b>Orthodontic Services – Type 4</b>	Treatment which has as its objective the correction of malocclusion of the teeth only for dependent children under age 18.	Same as Base Plan
<b>Coverage Termination</b>	Earlier of termination of employment or retirement	Same as Base Plan