

COLLECTIVE AGREEMENT

between

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

and



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

January 1, 2024 to December 31, 2026

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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 its employees at the Westbrook Road Division, save and except supervisor, those above the rank of supervisor, office staff, students employed during the standard school vacation periods and casual employees hired to fill in on account of vacations, illness and absenteeism. If the Employer relocates any part of the present operations covered by this Agreement within the City of Ottawa, the Collective Agreement shall be applicable to the relocated operation(s).
- 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 them 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 four (4) 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. All time spent attending meetings of the Bargaining Committee, up to and including conciliation (or interest arbitration as the case may be), shall be considered as time worked. The Union will endeavor to have a cross section of the employee group.

Time off with pay shall be granted to the Negotiating Committee upon application to the Employer for preparation meetings for collective bargaining. Dates shall be mutually agreed.

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. Dates for the Committee meetings will be mutually agreed.

ARTICLE 6 - SENIORITY

6.01

a) Seniority shall mean length of continuous service with Waste Management of Canada Corporation. Notwithstanding such definition, the Employer agrees to recognize prior service of employees in the bargaining unit.

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

a) 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.

b) 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:

- i) voluntarily quits the employ of the Company; or
- ii) is discharged and such discharge is not reversed through grievance procedure; or
- iii) is absent from work without a legitimate reason for a period of three (3) working days; or
- iv) 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
- v) is 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 in all Divisions. 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 ten (10) working days of training, five (5) of which will be consecutive. The employer will endeavor to have training completed within thirty (30) 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 and 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 they subsequently apply for and are 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

Two (2) members of the bargaining unit shall be the appointed Stewards of the Local for the purpose of this Agreement. The Union shall notify the company in writing of the names of the Stewards.

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 their 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 their 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 ten (10) working days of receipt of the grievance to discuss the matter, or on a mutually agreeable date. 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 twenty (20) 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 themselves 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 their 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. The employee shall have the right to make copies of any material contained in their personnel record.

10.04 Adverse Report

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

ARTICLE 11 - HOURS OF WORK

11.01 Regular Hours

a) Drivers' hours of work shall be forty-five (45) hours per week made up of five (5) nine (9) hour days Monday to Saturday. Drivers shall be entitled to overtime pay after forty-four (44) hours per week or nine (9) hours in a day, start time as defined in Letter of Understanding page 32.

Notwithstanding the above and Article 11.04, Drivers shall be entitled to overtime pay after forty-four (44) hours per week.

- b) Mechanics' normal hours of work shall be forty (40) hours per week. The workweek will be from Monday to Friday mechanics shall be entitled to overtime pay after forty (40) hours per week, or after their regular scheduled shift.

Shifts for licensed mechanics will be assigned based on seniority.

Mechanics hired subsequent to January 1, 2007 will be subject to a Monday to Saturday workweek. If the Company wishes to implement a Tuesday to Saturday shift, it will be offered to current employees by seniority.

- c) All other members of the bargaining unit shall work a forty (40) hour week consisting of five (5) eight (8) hour days, Monday to Friday all other members shall be entitled to overtime pay after forty (40) hours per week or eight (8) hours in a day.
- d) Notwithstanding the above hours of work may be modified by mutual agreement between the parties to suit operational or customer requirements. Where a change in shift is required, the Company shall provide a minimum of one (1) week notice of the change, unless in an emergency situation.

11.02 Lunch Period

All employees shall be allowed one-half ($\frac{1}{2}$) hour off for lunch. In the event a truck breaks down, the junior qualified maintenance employee may be required to adjust their lunch schedule.

11.03 Rest Period

Employees shall be allowed to take a one-half ($\frac{1}{2}$) hour or two 15 minutes rest period in each shift.

11.04 Overtime

It is recognized that the Employer will from time to time require employees to perform overtime work.

Daily overtime assignment

An employee may indicate their unavailability for overtime work in accordance with this Article. The Employer shall maintain a daily availability list upon which employees will be able to indicate their unavailability for that date.

In administering the forgoing list, where there are insufficient employees who have indicated availability to perform overtime work, the Employer will first offer the overtime work in order of seniority to qualified employees who have not indicated their unavailability for overtime on that date. Where an insufficient number of qualified employees have volunteered to perform the overtime work, the Employer may compel qualified employees in reverse order of seniority to perform the work up to the maximum hours of work per two (2)-week pay period below, regardless if the employee signed the unavailability sheet.

Time actually worked in excess of an employee's regularly scheduled work day or work week, according to 11.01, will be paid at time and one-half (1 1/2).

Weekend and statutory holiday overtime

The Company shall post weekend and statutory holiday overtime request sheet each Monday for the upcoming weekend. Employees willing to work shall sign up prior to Wednesday at 6:00 a.m. of each week. The Company shall then assign overtime by seniority within the classification where work is required, starting with those who have volunteered. Where an insufficient number of qualified employees have volunteered to perform the overtime work, the Employer may compel qualified employees in reverse order of seniority to perform the work up to the maximum hours of work per two (2)-week pay period below. Confirmation of overtime shall then be posted by 5:30 am of each Thursday.

An employee who has worked the equivalent of ten (10) hours of overtime in a two (2)-week pay period shall be permitted but not forced to work additional overtime for the remainder of that two (2)-week pay period. Furthermore, employees shall be permitted but not forced to work more than five (5) hours in any given 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 Standby Pay

Any employee required by the company to be on standby shall be paid three dollars fifty cents (\$3.50) per hour for all hours on standby, requested by the company.

11.08 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.

11.09 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.

11.10 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.

11.11 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.)

11.12 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.

11.13 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.

11.14 Sunday Work

If an employee is required to work on a Sundays they 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.

All employees normally scheduled on 9 or 10 hour shifts as defined in Article 11, shall be entitled to 9 or 10 hours of holiday pay under this clause.

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, they shall be paid for the holiday plus time and one half their regular hourly rate of pay for all hours worked. Employees required to work on Saturday, due to the holiday, shall be paid time and one-half their regular hourly rate of pay for each Saturday.

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 XII 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 (2nd) Monday of January 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 period. This process will be repeated until all 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 of the employees forms in the group being processed, and before the next group.

- c) Vacation schedules shall be posted by March 15th 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 1st to September 15th. After all of 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 not 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 parent, step-parent, foster parent, father-in-law, step father-in-law, foster father-in-law, mother-in-law, step mother-in-law, foster mother-in-law, grandmother, grandfather, spouse, brother, sister, children, stepchildren and foster children, grandchildren, step-grandchildren, foster grandchildren.

An employee shall be granted three (3) day 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 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.

The Employer shall respond to the employee's request within five (5) work days.

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.

14.06 Where an employee submits a request for a leave of absence the Employer must provide its response within one (1) week of receiving the request. For requests made during the vacation scheduling period (Jan-Feb-March) of 3 consecutive days or more a response may be delayed by more than one (1) week in order to ensure adequate coverage.

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 garbage trucks 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 one (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.
- Employee's 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.

Employees shall be entitled to four (4) paid sick days per calendar year.

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 are unable to perform the duties of their job and is 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
- (v) All other payments, premiums, allowances and similar payments are excluded.
- (vi)"Eligible Employee" means all employees in the bargaining unit.

18.02 Eligible Employee shall contribute for each pay period an amount equal to 5.25% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 5.25% 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, except Maintenance 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)
- Leather-palmed gloves as required
- 5 High Visibility Sweat Shirts

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.

Maintenance employees shall participate in a rental clothing program and shall receive six (6) coverall changes per week AND five (5) shirts and five (5) pants per week. Maintenance employees are entitled to one (1) pair of winter pants and one (1) winter coat as needed, in addition to 1 rain suit, as needed by the employee. Welders are entitled to one (1) welder safety jacket as needed.

The winter pants and winter coats and rain suit provided to maintenance employees will be ARC guard and flame resist (FR) rated.

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.

In order to get a replacement for a rain suit, winter coat/pants and welder jacket, employees shall turn in their previous one.

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, or employee selected vendor upon submission of receipts, up to one thousand dollars (\$1000) (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 their 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. In addition, the Employer shall pay licensing fees of Drivers that are required to have an "AZ" license and/or a "Clam" or "Boom" certification.

20.08 Fire and Theft Insurance

The Company shall provide insurance covering mechanics tools and equipment on company premises. Each mechanic must provide a tool list, including photos, to the Company specifying the tool and the replacement cost of each tool by January 15 of each year. 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 their 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 works 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 1st day of January 2024 until the 31st day of December 2026 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 the 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)
Tiffany Taylor

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)
Keith Pine

Sylvia Hillier
Sylvia Hillier (Aug 17, 2024 10:59 EDT)
Sylvia Hillier


FOR THE UNION


Greg Quast
Greg Quast (Aug 16, 2024 18:52 EDT)
Greg Quast


Dale Perry
Dale Perry (Aug 19, 2024 05:13 EDT)
Dale Perry

Robert Campeau
Robert Campeau (Aug 20, 2024 16:27 EDT)
Rober Campeau

Tracey Burton
Tracey Burton (Aug 21, 2024 06:48 EDT)
Tracey Burton


Donald Caldwell (Aug 20, 2024 06:40 EDT)
Donald Caldwell


Jonathan Martel (Aug 20, 2024 05:29 EDT)
Jonathan Martel


Serge Bouchard

lb:cope/sepb 491 

APPENDIX A - WAGES

Classification	Jan. 1/23	Jan. 1/24	Jan. 1/25	Jan. 1/26
	Actuals	4.50%	4.00%	4.00%
Swing Driver	\$32.73	\$34.20	\$35.57	\$36.99
Front Load and Roll-Off Driver	\$31.60	\$33.02	\$34.34	\$35.72
Rear Load and Side Load Driver	\$29.76	\$31.10	\$32.34	\$33.64
Helper (formerly Commercial Loader)	\$30.03	\$31.38	\$32.64	\$33.94
Helper hired after January 1, 2017	\$26.49	\$27.68	\$28.79	\$29.94
<u>Maintenance</u>				
Licensed Mechanic (\$1.50 added Jan 1, 2024)	\$40.00	\$43.37	\$45.10	\$46.91
Unlicensed Mechanic	\$31.24	\$32.65	\$33.95	\$35.31
Licensed Welder	\$31.24	\$32.65	\$33.95	\$35.31
Boom Truck Operator	\$31.24	\$32.65	\$33.95	\$35.31
Tire Technician	\$30.25	\$31.61	\$32.88	\$34.19
Truck Washer	\$24.25	\$25.34	\$26.35	\$27.41

Swing Driver - driver able to drive (certified) for all Lines of Business, and flexible schedule based on LOB start times. Maximum of 4 positions to be posted. Temporary vacancies which are not subject to the posting provision shall be offered in order of seniority to qualified Swing Drivers.

The Lead Hand positions shall receive \$1.50/hr premium over respective rates for all hours worked. If the Company directs an employee to train new employees, they shall receive one (\$1.00) dollar per hour for all hours worked while training. An employee who is a company certified Designated Driver Trainer (DDT) shall be entitled to a premium of \$3.00 per hour for all hours actually worked as the DDT. The company will have the right to appoint and remove employees from training positions, however, employees will have the option to rescind their commitment after six (6) months with at least thirty (30) days' notice. Priority will be given to DDT over other employees.

A truck welding premium of \$2.00/Hr for hours worked.

Apprentice Mechanics:

- 1st year – 60% of licensed mechanic rate
- 2nd year – 70% of licensed mechanic rate
- 3rd year – 80% of licensed mechanic rate
- 4th year – 90% of licensed mechanic rate

LETTER OF AGREEMENT

between

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

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 Westbrook Road Division 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 the Westbrook Road Division 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.

Originally signed on February 9, 2016

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

Sylvia Hillier
Sylvia Hillier (Aug 17, 2024 10:59 EDT)

Tracey Burton
Tracey Burton (Aug 21, 2024 06:48 EDT)

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LETTER OF AGREEMENT

between

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

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.

Originally signed on February 9, 2016

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

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Jonathan Martell (Aug 20, 2024 05:29 EDT)

LETTER OF AGREEMENT

between

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

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.

Originally signed on February 9, 2016

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

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Sylvia Hillier (Aug 17, 2024 10:59 EDT)

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LETTER OF AGREEMENT

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

and

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

RE: #4 Start Time

Start time by line of business:

LOB	Start Time
Swing Driver	Flexible*
Commercial 1	5:00 am
Commercial 2	5:30 am
Commercial 3	6:00 am
Industrial /roll off 1	5:30 am
Industrial /roll off 2	6:00 am
Residential 1	6:00 am
Mechanics – am -1	5:30 am
Mechanics – am - 2	6:00 am
Mechanics – pm ***	12:00 pm
Container repairs	6:00 am
Truck wash	12:00 pm

* Flexible start time for swing drivers as of June 1st, 2020 will be any of the listed shifts above or any other shift as determined by the company based on operational requirements with a start no later than 3:00 pm

** Includes container delivery.

*** Includes tire technician

Mechanics who volunteer for the rotating 11:00 am to 7:30 pm shift will be assign to a 2-week rotating schedule based on the number of volunteers.

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

Sylvia Hillier
Sylvia Hillier (Aug 17, 2024 10:59 EDT)

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Tracey Burton (Aug 21, 2024 06:48 EDT)

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Greg Oast (Aug 16, 2024 18:52 EDT)

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Dale.perry (Aug 19, 2024 05:13 EDT)

Robert Campeau
Robert Campeau (Aug 20, 2024 16:27 EDT)

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Donald caldwell (Aug 20, 2024 06:40 EDT)

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LETTER OF AGREEMENT

Between

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

And

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

RE: #5 Part-Time Drivers

Whereas the company wants to introduce part time driving position for senior drivers who desire to reduce their hours of work before retirement.

The parties agree to the following working conditions for part time drivers;

1 - The Company will introduce a part time driver position. There will be a maximum of 6 part time drivers.

2 - The Company will post open part time position as per the article 7.01.

3 - The Company can end the part time schedule with a two (2) week notice to the part time drivers and to the union.

4 - The Company can reduce the number of part time drivers by giving a two (2) week notice to the affected part time drivers and to the union. To reduce the number of part-time drivers, the Company will first offer, in order of seniority, part time driver the opportunity to return to a full-time position. If no part time driver volunteers to return to a full time position, the reduction will be done in reverse order of overall seniority in the affected line of business.

5 - Part time drivers will not be scheduled less than thirty hours per week in order to keep their benefits eligibility.

6 - The regular work week will be four (4) nine (9) hours days from Monday to Saturday.

7 - Overtime will be paid after nine (9) hours in a day or forty (40) hours in a week.

8 - Vacation will be booked and taken as per article 13 of the agreement.

9 - Statutory holidays: if a statutory holiday falls on a day a Part-time driver is normally scheduled to work, the employee may be required to work by the company.

Originally signed on June 16, 2020.

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

Sylvia Hillier
Sylvia Hillier (Aug 17, 2024 10:59 EDT)

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LETTER OF AGREEMENT

Between

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

And

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

RE: #6 Four (4)-Day Work-Week

WHEREAS the Parties wish to continue the reduced work-week schedule which commenced in the 2018 contract negotiations and;

THEREFORE, The Parties agree:

1. The Company shall implement on a trial basis a forty-four (44) hour work week comprised of four (4) days ten and a half (10.5 hours) paid time (eleven hours scheduled) with at least 2 consecutive days off per week.
2. The scheduling shall be from Monday to Saturday.
3. The four-day workweek will be offered on a voluntary basis to all lines of business, including maintenance. The four-day workweek opportunity will be posted as an expression of interest, at the beginning of each calendar year. All employees who sign up for the four-day workweek must work the schedule for a period of not less than six (6) months, unless in exceptional circumstances, which will be approved by management.
4. For any employee participating in this Letter of Understanding, a "day" shall mean 10.5 hours of paid time. This applies to any article of the Collective Agreement that references "day".
5. If an employee is required to work on any of the holidays in Article 12, they shall be paid at one and one-half times (1-1/2) their regular hourly rate for hours worked plus payment for 10.5 hours at regular rate to compensate for the holiday.
6. Vacation will be booked and taken as per Article 13 of the Agreement. For the purposes of vacation scheduling, an employee working the four-day work week and requesting four (4) days of vacation, shall constitute a full week.

7. Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift. They shall also receive a one-half (1/2) hour paid lunch break in the middle of their shift.
8. For Clarity, any employee who is not covered by this Letter of Understanding is subject to Article 11 Hours of Work.

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

Sylvia Hillier
Sylvia Hillier (Aug 17, 2024 10:59 EDT)

Tracey Burton
Tracey Burton (Aug 21, 2024 06:48 EDT)

FOR THE UNION

Greg Quast
Greg Quast (Aug 16, 2024 18:52 EDT)

Dale Perry
Dale Perry (Aug 19, 2024 05:13 EDT)

Robert Campeau
Robert Campeau (Aug 20, 2024 16:27 EDT)

Donald Caldwell
Donald Caldwell (Aug 20, 2024 06:40 EDT)

Jonathan Martell
Jonathan Martell (Aug 20, 2024 05:29 EDT)

LETTER OF AGREEMENT

Between

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

And

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

RE: #7 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 31st, 2026, until a new collective agreement is ratified.

Signed in Ottawa, this 16th day of August 2024.

FOR THE EMPLOYER

Tiffany Taylor
Tiffany Taylor (Aug 19, 2024 08:18 EDT)

Keith Pine
Keith Pine (Aug 20, 2024 10:58 EDT)

Sylvia Hillier
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Jonathan Martell
Jonathan Martell (Aug 20, 2024 05:29 EDT)

PARTICIPATION AGREEMENT

The Agreement made this ____ day of _____, 2010.

B E T W E E N:

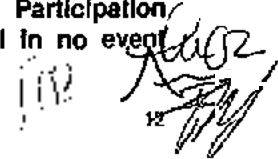
WASTE MANAGEMENT OF CANADA INC.
(the "Employer")

- 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

Handwritten signatures and initials, including a large signature that appears to be 'K. G. G.' and some initials to the left.

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

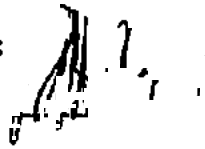
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially And As Status Changes

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

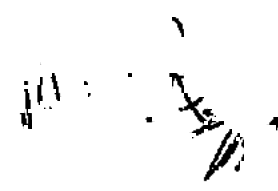
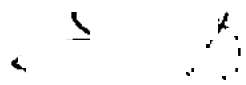
7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the 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:



MULTI-SECTOR PENSION PLAN, by its

Trustees



APPENDIX B – Benefits plan

	Base Plan	Buy-Up Plan
<p>Operational Rules for Optional Coverages and Optional Buy-Up Plan</p>	<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"> 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. 2. The member is locked in the Plan until the earlier of an eligible lifestyle change or two enrollment cycles. 3. An eligible lifestyle change includes marriage/common law, divorce, birth/adoption of first child, death of dependent or loss of spousal coverage. 4. The annual open enrollment 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. 5. Employees can elect, change and terminate Optional Life Insurance and Optional AD+D at any time by following the appropriate administrative processes.

	Base Plan	Buy-Up Plan
Eligible Employees	Minimum of 30 hours per week.	Same as Base Plan

Waiting Period	First of the month following 3 months of continuous employment	Same as Base Plan
Dependent Definition		
<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
Extension of Coverage	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

Basic Life Insurance		
Schedule of Coverage	\$25,000	Annual Earnings rounded to the next higher \$1,000.
Definition of Earnings	N/A	Base earnings as per the prevailing collective agreement
Non-Evidence Maximum	N/A	N/A
Overall Maximum	N/A	N/A
Waiver of Premium Provision	Included	Included
Conversion Privilege	Included	Included
Termination Age	Earlier of termination or retirement.	Same as Base Plan

Optional Employee Life Insurance		
Schedule of Coverage	Units of \$25,000	Same as Base Plan
Overall Maximum	\$250,000	
Waiver of Premium	Same as Basic Life	

Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included	
Termination Age	Earlier of age 65, retirement or termination of employment.	
Cost Sharing	100% Employee Paid	

Optional Dependent Life Insurance		
Schedule of Coverage	Spouse: Units of \$25,000 Each Child: \$5,000 or \$10,000	Same as Base Plan
Overall Maximum	Spouse - \$250,000	
Waiver of Premium	Same as Basic Life	
Suicide Provision	Applies during first 2 years of coverage.	
Conversion Privilege	Included for Spouse only.	
Termination Age	Earlier of Spouse's 65 th birthday, employee's retirement or termination of employment, or the date a dependent is no longer eligible.	
Cost Sharing	100% Employee Paid	

Dependent Life		
Spouse	See Optional Dependent Life	See Optional Dependent Life
Each Child		
Waiver of Premium		
Conversion Privilege		
Termination Age:		
Basic AD+D		
Amount of Coverage	Same as Basic Life	Same as Basic Life
Definition of Earnings	Same as Basic Life	Same as Basic Life
Maximums	Same as Basic Life	Same as Basic Life

Waiver of Premium	Same as Basic Life	Same as Basic Life
Loss Schedule		
<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
<i>Rehabilitation</i>	Maximum \$10,000	Maximum \$10,000
<i>Repatriation</i>	Maximum \$10,000	Maximum \$10,000
Coverage Termination	Same as Basic Life	Same as Basic Life
Optional AD&D		
Employee Only Plan	Units of \$25,000 to a maximum of \$250,000	Same as Base Plan
Employee and Family Plan	Spouse Only: 50% of Principal Sum Spouse and Children: 40% of Principal Sum for spouse and 10% of	

	Principal Sum for each child Children Only: 15% of Principal Sum	
Waiver of Premium	Same as Basic AD+D	
Loss Schedule + Additional Provisions	Same as Basic AD+D	
Termination Age	Same as Basic AD+D	
Cost Sharing	100% Employee Paid	
Short Term Disability/Weekly Indemnity		
Schedule of Coverage	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.
Elimination Period	Injury/hospitalization: None Sickness: 5 days	Same as Base Plan
Definition of Earnings	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
Benefit Duration	26 Weeks	Same as Base Plan
Definition of Disability	Wholly and continuously disabled by sickness or accidental bodily injury which prevents the person from working at their own occupation.	Same as Base Plan
Recurrent Disability Clause	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
Subrogation Clause	Included	Same as Base Plan
Benefit Payment Termination	Earlier of 26 weeks, recovery or death.	Same as Base Plan
Coverage Termination	Earlier of termination or retirement.	Same as Base Plan
Long Term Disability		
Schedule of Coverage	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%).

Definition of Earnings	Base earnings as defined by the prevailing collective agreement.	Same as Base Plan
Non-Evidence Maximum	\$2,000	\$9,800
Overall Maximum	\$2,000	\$9,800
Elimination Period	26 Weeks	Same as Base Plan
Definition of Disability	Elimination Period plus 24 month own occupation, any occupation thereafter.	Same as Base Plan
Direct Benefit Offsets	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
All Source Maximum	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
Rehabilitation Program	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
Pre-Existing Conditions Exclusion	Applies as per current insurance contract.	Same as Base Plan
Exclusions + Limitations	No benefits are payable when:	No benefits are payable when:

	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
	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
	Payments end when:	Payments end when:
	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	Same as Base Plan

	agreement/direction form or comply with the terms of a signed reimbursement agreement/direction form as requested by Manulife	
Coverage Termination	Earlier of age 65 less the Elimination Period, recovery, death or retirement.	Same as Base Plan
Extended Health		
Deductible	\$25/\$50	None
Overall Maximum	Unlimited maximum	Same as Base Plan
Coinsurance Levels	80%	100%
Hospital (inside and outside Canada)	Semi-Private	Same as Base Plan
Convalescent Home	N/A	N/A
Nursing Home	Covered to a maximum of 180 days	Same as Base Plan
Rehab Centre	N/A	N/A
Prescription Drugs + Medicines -Items Covered by the Drug Card	<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>Will meet RAMQ requirements</p>	Same as Base Plan
Prescription Drugs + Medicines -Items NOT Covered by the Drug Card	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.	Same as Base Plan

	Will meet RAMQ requirements	
Ambulance	Transportation by a licensed ground ambulance to and from a local hospital. Includes air ambulance.	Same as Base Plan
Lab Tests	Covered	Same as Base Plan
Ophthalmologist and Licensed Optometrist	Visual Motor Therapy - \$10 per 1/2 hour	Same as Base Plan

Orthopedic shoes	Orthopedic shoes, limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes.	Same as Base Plan
Orthotics	N/A	N/A
Medical Equipment	Oxygen including the equipment necessary for administering oxygen. Wigs or hairpieces if required solely as a result of medical treatment or injury. \$500 LTM. Splints, trusses, braces, crutches, cast. Rental or purchase of a wheelchair, hospital bed or iron lung.	Same as Base Plan.
Medical Supplies	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	Same as Base Plan.

	appliances, neck braces, cervical collars, ileostomy or colostomy kits,	
Prosthetics	Artificial limbs or eyes and any other prosthetic device for a medical condition arrested by or corrected by surgery	Same as Base Plan.

Paramedical Practitioners		
<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.
Private Duty Nursing	\$25,000 every three years	Same as Base Plan.
Radiotherapy and Coagulotherapy	Radiology and Blood transfusions covered	Same as Base Plan.
Accidental Dental	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.
Hearing Aids	Covered	Same as Base Plan.

Out of Province/Country Emergency	60 day absence maximum. Unlimited LTM.	Same as Base Plan.
Vision Care		
<i>Frames, Lenses & 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
Coverage Termination	Earlier of termination of employment or retirement.	Same as Base Plan
Dental Care		
Deductible	\$25/\$50	Nil
Fee Guide	Current	Current
Coinsurance Levels		
<i>Diagnostic & 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
Maximums	All Types 1-3 Combined: \$1,500/CYM Orthodontia: \$1,500 LTM	All Types 1-3 Combined: \$2,000/CYM Orthodontia: \$2,000 LTM
Pre-Determination Level	\$300	Same as Base Plan
Diagnostic and Preventive Services –Type 1		
<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>	<ul style="list-style-type: none"> • 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
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<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
Minor Restorative (Basic) Services – Type 2		
<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"> • Extractions (including extractions of impacted teeth); • Simple alveolectomy at the time of tooth extraction; • Removal of tumors, cysts, neoplasms; incision and drainage of an abscess. 	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	Same as Base Plan

	equilibration. Scaling limited to 6 units per year.	
<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

Major Services – Type 3

<i>Bridges</i>	<p>Creation of an initial bridge 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"> 1. replacement is necessitated by the extraction of additional natural teeth while covered under this plan; 2. the existing bridge is at least 5 years old and 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. 	Same as Base Plan
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<i>Dentures</i>	<p>Creation of an initial denture. Replacement of or an addition to an existing denture will be considered if one of the following circumstances occurs:</p> <ol style="list-style-type: none"> 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
Orthodontic Services – Type 4	Treatment which has as its objective the correction of malocclusion of the teeth only for dependent children under age 18.	Same as Base Plan
Coverage Termination	Earlier of termination of employment or retirement	Same as Base Plan