COLLECTIVE AGREEMENT

between:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
ONTARIO PROVINCIAL DISTRICT COUNCIL

(the "Union")

AND

VEOLIA ES CANADA INDUSTRIAL SERVICES INC.
(BURLINGTON AND PICKERING SEWER SERVICES DIVISION)

(the "Employer")

Effective from the Date of Ratification to April 30\textsuperscript{th}, 2013
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ARTICLE 1  GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

ARTICLE 2  RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all construction tradespersons, including construction labourers, teamsters, and operating engineers, in the employ of the Employer in all sectors of the Construction Industry, excluding the industrial, commercial and institutional sector, in the Province of Ontario, save and except project managers, non-working foremen, and person above the rank of non-working foremen.

Clarity Note: Without limitation, it is agreed that the term "construction tradesperson", as set out, above includes the following classifications: Boiler Tradesperson, Cutter Tradesperson, CCTV Tradesperson, Combo Tradesperson, Grout Tradesperson, Flusher Tradesperson, Spot Repair Tradesperson, and Helper to any of the above classifications.

2.02 Notwithstanding that this Agreement is made solely between the Employer and Union, and that the bargaining rights are held exclusively by the Union and will not be transferred, each agrees with the other that each affiliated Local Union identified in Article 24 shall be the administrative party for this Agreement for work performed within the geographic area of such affiliated Local Union.

ARTICLE 3  MANAGEMENT RIGHTS

3.01 The Employer retains the continued exclusive full right and responsibility to: manage the business; direct the work forces; determine manpower levels, methodology and equipment necessary for the orderly and efficient operation; conduct its business in all respects in accordance with its commitments and responsibilities; locate, extend, curtail or cease operations; determine the number of workers, if any, at any of all operations; determine the kinds and locations of machines, tools and machinery to be used, the schedule of production; judge the qualifications of employees; maintain order; make, alter from time to time, and enforce rules of conduct and procedure to be observed by bargaining unit members; hire, discipline, suspend and discharge; promote, demote for just cause; and contract out or subcontract as further provided in this Agreement.

ARTICLE 4  UNION SECURITY

4.01 The employees covered by this Agreement who have completed the probationary period, and as a condition of continued employment, shall become and remain members in good standing of the Union or a Local Union.

4.02
(a) The Employer shall call the Union or appropriate Local Union having jurisdiction for its needed supply of employees. All employees hired through the Union or a Local Union shall present to the Employer a referral slip from the Union or Local Union prior to commencing employment. All new employees shall be subject to the probationary period identified at Article 4.

(b) Until a probationary employee completes the probationary period of one hundred and twenty (120) calendar days of active employment, his name shall not appear on any service list and no grievance may be filed by a probationary employee respecting his termination. The termination of a probationary employee does not constitute a difference between the parties. For greater clarity, a probationary employee may be terminated for any reason, at the sole discretion of the Employer, including, without limitation, unsuitability. Upon successful completion of the probationary period, the employee's name shall be added to the service list with service attributed from the date of hire.

(i) A probationary employee is not required to become a member of the Union or a Local Union until he has successfully completed the probationary period. Notwithstanding this fact, a probationary employee will be subject to the dues check-off, as provided at Article 19 of this Agreement, from the commencement of employment.

(ii) Notwithstanding that a probationary employee is not required to become a member of the Union or a Local Union until after the successful completion of the probationary period, the Union or Local Union initiation fee (if any) will be deducted in equal instalments over a six (6) month period beginning with the first month of employment. Should the probationary employee be unsuccessful in completing his probationary period, any instalment deducted on account of his initiation fee shall be returned to him. Otherwise, the amount of the instalments deducted shall be remitted to the Union or a Local Union within fifteen (15) days of the date the probationary employee successfully completes his probationary period, together with the Social Insurance Number, date of birth, address and telephone number in respect of each such employee. After that, deductions will continue until the end of the six (6) month period with remittances to the Union or a Local Union to be made by the Employer by the fifteenth (15) of the month following the month in which the deduction was made. Working dues go to local for probationary period.

4.03 During the lifetime of this Agreement, the Employer agrees to deduct to the extent authorized in writing but not otherwise, the monthly dues and applicable initiation fees of each employee covered by this Agreement and to remit such monies as deducted to the Union or appropriate Local Union not later than the fifteenth (15th) day of the month following the date upon which such dues were deducted. Such authorization shall be in duplicate in accordance with Article 4.04.

4.04 The Union must supply the Employer with applications for Union membership and dues deduction authorization forms, which will be presented to all new employees on the day the new employee is hired. All completed copies of the applications for membership will be forwarded to the Union on the fifteenth (15th) day of the month following the month in
which the employee is required to become a member of the Union under this Agreement. Upon termination of employment of any employee, his dues deduction authorization shall be returned to the Union within five (5) working days. It is expressly agreed that the Union will save the Employer harmless from all deductions it directs the Employer to make under Article 4.

4.05 All regular employees of the Employer shall be classified as key men and the Employer shall be allowed mobility of key men within the area of this Collective Agreement.

4.06 In the event that such key employees move from one geographic area to another, the regular dues on behalf of such key employees shall be remitted to the Local Union designated by the employee as his home Local.

The Union agrees to save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted as herein provided.

4.07 Monthly dues will be deducted at $29.00 per month and forward to Local Union in which the employee is a member in on the same remits forms.

4.08 All owner/operators operating a single vehicle/truck that are party to this Agreement shall submit to the Union an amount equal to fifty (50) hour dues per week and any and all other dues to the Union under this Agreement.

ARTICLE 5 No Strikes or Lockouts

5.01 During the term of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no slowdown, strike or other stoppage of or interference with work.

ARTICLE 6 Union Representation

6.01 The Employer recognizes the right of the Union to select one (1) steward to assist employees in presenting any complaints or grievances they may have to representatives of the Employer. The Union shall be required to notify the Employer of the name of the steward and the Employer shall not be required to recognize the steward until it is so notified in writing.

6.02 The Union acknowledges that a steward has regular duties to perform as an employee of the Employer and that such employee will not leave his regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of his foreman or immediate supervisor. Where practical, a steward will conduct union business outside of the steward's hours of work. The permission of his foreman or immediate supervisor will not be unreasonably withheld.

6.03 Representatives of the Union or the Local Union shall have access to the job sites during working hours, but in no case will such representatives interfere with the progress of work, and will first notify the supervisor on such job sites.

Collective Agreement
between: Labourers' International Union of North America, Ontario Provincial District Council, and Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division) effective from the Date of Ratification to April 30th, 2013.
6.04 An employee may request the presence of a Union Steward at any meeting at which discipline is to be imposed. The Company shall permit the presence of a Union Steward, if a Union Steward is reasonably available to attend such meeting.

6.05 Notwithstanding Article 21.01 of the Agreement, one Union Steward shall be one of the last two employees retained by the Employer in the case of lay-off, provided that, in the opinion of the Employer, the Union Steward has the necessary skill, ability, experience and qualifications to perform the available work.

(a) In the case that the Employer has multiple locations, and a steward is appointed in connection with each of those locations, this Article shall be administered and applied on a location basis.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints of employees shall be dealt with as quickly as possible.

7.02 It is understood that in all cases an employee and/or his steward will first give his immediate supervisor an opportunity to adjust his complaint before proceeding further with any grievance in accordance with this Article.

7.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within ten (10) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the standard form and the parties shall meet within the next ten (10) working days in an endeavour to settle the grievance.

7.04 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, then the Union may refer the grievance to arbitration in accordance with Article 8.

7.05 Management Grievances and Union Grievances

(a) It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievances shall be processed in accordance with Article 7.03 of the grievance procedure as set out above.

(b) A Union grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve in writing or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as, and to be processed in accordance with the provisions, described at Article 7.03.
7.06

(a) The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.

(b) In determining the time which is allowed in the various steps, only working days shall be included, and any time limits may be extended by agreement, in writing.

(c) If advantage of the provisions of this Article 7 are not taken within the time limits specified herein, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 8 ARBITRATION PROCEDURE

8.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within fifteen (15) working days of the written decision described in Article 7.04 or the date that the written decision should have been made pursuant to Article 7.04. In the event that the grievance is not referred to arbitration in accordance with this Article, the grievance shall be deemed to have been abandoned and is inarbitrable.

8.02 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

8.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.

8.04 Within two (2) working days of the request of either party for a Board each party shall notify the other of the names of arbitrators it proposes to act as a sole arbitrator.

8.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) days of the notification mentioned in Article 8.04 above, the Minister of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as sole arbitrator.

8.06 The decision of the sole arbitrator shall be binding on all employees, the Union, the Local Union and the Employer.

8.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.08 Each of the parties to this Agreement will bear its own expense of arbitration, and the parties will jointly bear the expenses, if any, of the sole arbitrator.
ARTICLE 9  PUBLIC HOLIDAYS

9.01 The Employer and the Union agree to comply with the provisions of Part X of the Employment Standards Act, 2000 as it applies to public holidays, public holiday pay and work performed on a public holiday. The Employer and Union further agree that the Employer may require work to be performed on a public holiday and this provision shall constitute an agreement for doing so.

9.02 The Employer agrees to pay each employee time and one half his regular rate of pay for each hour he is required to work on the following public holidays: New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

ARTICLE 10  PUBLIC HOLIDAY PAY, VACATION PAY AND VACATION

10.01

(a) Public holiday pay and vacation pay, in the amount of 10% of gross earnings, excluding previous year’s vacation pay, shall be paid to employees covered by this Agreement.

(b) The basis for calculation of public holiday pay and vacation pay is the wages earned in the period for which the vacation is given.

(c) Vacation shall be provided to employees covered by this Agreement in accordance with the following:

(i) 2 weeks for employees with up to and including 5 years of service;
(ii) 3 weeks for employees with more than 5 years of service;
(iii) 4 weeks for employees with ten or more years of service;

(d) An employee must use all of his vacation during the year in which it is earned. An employee wishing to carry over vacation, up to a maximum of 5 days, from one year to the next, must make application to do so in writing to the Employer, whose consent will not be unreasonably withheld. It is further understood that carried over vacation must be used during the calendar year immediately following.

ARTICLE 11  CALL IN

11.01 An employee who reports for work at his regular starting time, unless directed not to report, and for whom no work is available, shall receive five (5) hours pay at his regular straight time hourly rate. In cases of present or expected inclement weather, an employee shall be required to call a number designated by the Employer to determine whether work is available. The Employer shall post a recorded message at least 60 minutes in advance of the employees’ regular starting time advising as to the cancellation of a shift due to inclement weather.
11.02 An employee who is absent for whatever reason, shall notify by telephone the Employer by 3:00 p.m. the day before their return to work. In the event that the employee fails to do so, the Employee shall not be entitled to receive any hours under Article 11.01 herein, if the Employer does not have work available for the employee.

ARTICLE 12  PROTECTIVE CLOTHING

12.01 The Union recognizes the right of the Employer to economically supervise the distribution of clothing and will cooperate with the Employer to prevent wasteful practices.

ARTICLE 13  SAFETY, SANITATION, SHELTER, COFFEE AND LUNCH BREAKS

13.01 The Employer, Union and any Local Union administering this Agreement and the employees shall comply with the provisions of the Occupational Health and Safety Act and the Employment Standards Act where and when applicable.

13.02 Where an employee is specifically requested to work through his lunch break by the Employer, and he does work through his lunch break, he will be paid for the time worked at his regular straight time hourly rate.

13.03 It is recognized that any employee must bring to the attention of the foreman any unsafe conditions or violations of safety regulations.

13.04 The Employer shall reimburse non-probationary employees a sum up to $200.00 for every twelve month calendar period in regards to the purchase of CSA approved safety boots. The employee must submit invoices to the Employer, prior to the receipt of the reimbursement.

13.05 The Employer shall, at its own expense, furnish to any employee injured in its employ, who is in need of it, immediate conveyance and transportation to a hospital or to a physician, only at the time of accident.

13.06 Trucks which are used to carry employees and materials at the same time will be provided with adequate seating and all materials and equipment shall be separated and secured from employees.

13.07 An employee who is injured in the course of performing his duties and who requires medical attention and is unable to continue work shall he paid for his regularly assigned hours, including payment of his regular wages and other benefits provided herein, for the entire day of injury, to a maximum of eight (8) hours.

13.08 Fifteen (15) minutes will be allowed to the main operator to conduct equipment safety checks (circle checks and deficiencies) at the start of each shift and such main operator shall properly fill out and complete all required documents regarding results of such equipment safety checks.
ARTICLE 14 WAGES

14.01 The wages and amounts for OPDC, CECOF, Tri-Fund, Local Union Dues, Benefits and Pension, where applicable, and the classifications, shall be as set out in this Agreement, including its Appendices and Letters of Understanding.

ARTICLE 15 PAYMENT OF WAGES

15.01 Wages and classifications are as per Appendix "A", attached to this Agreement.

(a) Wages shall be paid weekly by cheque or direct deposit, and shall be accompanied by a slip outlining all hours of work, the hourly rate, overtime hours, deductions for income tax, employment insurance, pension, etc., where applicable. Payday shall be no later than Friday of the pay week. Payment for correction of errors in wage payments shall be adjusted on the next pay cheque. If the error is for wages representing 8 hours or more, the correction shall be made as soon as reasonably possible.

(b) In the case of layoff, all employees will be notified the day before the layoff where practical.

(c) Payment for travel expenses and out-of-town allowances will be clearly identified on the cheque slip and will also be identified as required for tax returns.

(d) Pay for employees performing "On Call Duty" shall be based on one hundred and seventy-five dollars ($175.00) per seven (7) day week.

(e) An employee performing "On Call Duty", who is called into work by the Employer, and reports for work, shall receive a minimum of four (4) hours pay at his regular straight time rate.

15.02 The Employer may, in its sole discretion and at any time, appoint an employee(s) as a working foreman. The Employer shall pay the employee so appointed a rate for each hour worked equal to $1.00 above the regular straight time rate applicable to an employee in any of the following classifications: Combo Tradesperson/Boiler Tradesperson/CCTV Tradesperson/Flusher Tradesperson. It is further agreed that the Employer, in its sole discretion and at any time, may remove the appointment of working foreman from any employee who had been previously so appointed.

15.03 The established welfare plans of the applicable Local Unions shall be complied with, as required, and without limiting the foregoing, the Employer agrees to pay for each hour worked by each employee covered by this Agreement the benefit contributions, if any, required by this Agreement, including its Appendices and Letters of Understanding.

15.04 The Employer agrees to pay for each employee covered by this Agreement, into the Central and Eastern Canada Labourers' International Union Pension Fund, jointly and equally administered by Trustees representing Employers and the Union, the pension contributions, if any, required by this Agreement, including its Appendices and Letters of Understanding.

15.05 The Employer agrees to pay into the appropriate Funds the amounts, if any, required by this Agreement, including its Appendices and Letters of Understanding for OPDC, CECOF, Tri-
Fund, Local Dues, Working Dues, Benefit Contributions and Pension Contributions, by the fifteenth (15th) day of the month following the month such hours were worked or such deductions were made, as the case may be, and the amounts shall be accompanied by a remittance form for each employee prescribed by the Trustees of the applicable Funds. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. At no time shall Employer contributions due to the Funds provided herein be paid directly to the employee.

ARTICLE 16   GOVERNMENT LEGISLATION

16.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial law, now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provision, without in any way affecting the remainder of this Agreement.

ARTICLE 17   HOURS OF WORK AND OVERTIME

17.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) The regular working hours for employees covered by this Agreement shall be fifty (50) hours per week plus two (2) hours per day max traveling time at straight time.

(b) Employees shall be paid 1 1/2 times their regular straight time rate of pay for all hours worked in excess of fifty (50) hours in a week. (not including travel time as per 17.01 (a)).

(c) Scheduled overtime opportunities will be offered to the employee with the longest service to the Employer who volunteers, by classification, provided that, in the opinion of the Employer, the employee possesses the requisite skill, ability and qualifications to perform the available overtime work. In the case the Employer is not able to meet its overtime requirements through employees who volunteer, the Employer may require any of the employees, by classification, who, in the opinion of the Employer, possess the requisite skill, ability and qualifications, to perform the available overtime work. Any employee who picks a lower job classification will be paid at the classification rate for that job.

(d) The Employer may determine whether employees are prepared to volunteer for scheduled overtime opportunities by either:

(i) posting a sign-up notice of a scheduled overtime opportunity at least 24 hours in advance of the scheduled overtime opportunity;

(ii) contacting employees in person at the workplace; or,

(iii) attempting to contact employees at their home telephone number on file with the Employer.
(e) The provisions of Article 17.01 (c) shall not apply to unscheduled overtime opportunities which shall include overtime opportunities commensurate with the beginning or end of a shift or project or created as a result of an emergency or by absences due to sickness, injury, leave, etc., in which cases the Employer may require overtime.

(f) After twelve (12) hours of time worked, excluding travel time, a meal allowance in the amount of twenty dollars ($20.00) per day will be paid for jobs that are at least one hundred and ten kilometres (110 km) from the Employer's premises as directed by the Employer.

17.02 All shifts which commence, and have the majority of their hours, between 6:00 p.m. and 6:00 a.m. shall be considered a night shift. All hours worked on a "night shift" shall be paid a premium of $1.00 per hour. It is agreed that there shall be no pyramiding or compounding of premiums.

17.03 As soon as reasonably practicable after the Employer determines that permanent night shift work is required, it shall notify affected employees of same.

ARTICLE 18 TRAVELLING ALLOWANCE AND ROOM AND BOARD

18.01 It is understood and agreed that if the Employer requires an employee to be out of town overnight, the Employer will supply suitable room 2 per room and an allowance of $45.00 for each full day, $35.00 for each day out and $25.00 for each day in.

18.02 It is agreed between the parties hereto that there will be a free travel zone of a one hundred and ten (110) kilometre radius from the Employer's premises. Employees traveling to jobs outside the one hundred and ten kilometre free zone, and who are required to use their own automobile, shall be paid an allowance of thirty-five cents ($0.35) per kilometre, each way, to and from the boundaries of the free zone outlined above.

18.03 Employees are responsible to provide their own transportation to the shop or to a job site that is within one hundred and ten (110 km) of the Employers premises as directed by the Employer.

ARTICLE 19 DUES

19.01 The employer shall deduct and remit dues as set out in Appendix "A" by the fifteenth (15th) day of the month following the month in which such deductions were made and shall submit, with such remittances, a list of names and social insurance numbers for and on whose behalf such deductions were made on one standard benefit reporting form, showing all applicable deductions.

19.02 The amounts of the dues deduction, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Union on forty-five (45) days notice in writing to the Employer. In the event of a conflict between this provision and any other article or section of this Agreement, this provision shall prevail.
19.03 The Union undertakes to hold harmless and agrees to indemnify the Employer, its successors, administrators and assigns against any liability incurred by each or all of them by reason of having made any deductions, remittances or payments required by this Agreement.

19.04 The Employer agrees to continue the practice that it had prior to the entering into of this Agreement in relation to the cost of the premiums for the insurance benefits currently provided (save for the payment of the OHIP Premium), unless specifically modified herein or from time to time. For greater clarity, it is understood between the Employer and Union that all decisions respecting eligibility are to be made by the insurer of the plan and the Employer’s liability is limited solely to the payment of premiums. It is further understood that the Employer, may at its opinion, change the insurance carrier of the plan (s).

ARTICLE 20  HARDSHIP CLAUSE

20.01 Where a particular clause, article or provision contained in this Agreement or within an Appendix of this Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Union and the Employer may reach a Memorandum of Exemption or Amendment, in writing, to exempt or amend a particular clause, Article or provision of this Agreement or the Schedule for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Exemption or Amendment.

20.02 The Union shall have exclusive discretion to determine whether in fact a particular clause, Article or provision contained in this Agreement or within its Appendix works a hardship on a specific geographic area within the jurisdiction of a Local Union.

20.03 Any such Memorandum of Exemption or Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first, at which time the operative provisions of the Agreement or Appendix shall be as originally agreed to between the parties.

ARTICLE 21  LAYOFF, RECALL

21.01 All employees will be laid off in the reverse order of their length of service with the employer provided that in the opinion of the Employer they have the necessary skill, ability, experience and qualifications to perform the available work. Recall will be in order of length of service with the employer provided that in the opinion of the Employer the employee to be recalled has the necessary skill, ability, experience and qualifications to perform the available work.

21.02 Where the Employer has multiple locations, one service list shall be maintained for each location. These service lists shall be used for purposes of Article 21.01, which article shall be administered on a location basis.

ARTICLE 22  ENTERTAINMENT AND PERSONAL COMMUNICATION DEVICES

22.01 No entertainment or personal communication devices such as cell phones, Blackberries, iPods and/or similar devices, except as may be supplied by the Employer and specifically authorized for use by the Employer, shall be used during an employee's
working hours, nor shall they be turned on, except during a lunch a break, regular work breaks, job site emergencies, or where prior approval is obtained from the employee's supervisor.

The Employer shall be deemed to have consented to the Steward's reasonable use of a cell phone or similar device for the conduct of union business.

ARTICLE 23 Bereavement Leave

23.01

(a) An employee who, but for the bereavement, would otherwise have been at work, shall be allowed up to three (3) consecutive days leave of absence from work on any normal work day that occurs during the three (3) days immediately following the day of the death of members of his immediate family in order to make arrangements for the funeral or memorial service, without loss of regular pay, provided the employee attends the funeral or memorial service. Immediate family shall mean father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, stepchild, grandparent and grandchild. Spouse for the purposes of bereavement leave shall include a partner of the same sex.

(b) An employee who claims bereavement leave in accordance with this Agreement, will be required to provide proof, which is satisfactory to the Employer, of his entitlement to such bereavement leave, as may be requested by the Employer.

(c) An employee who is eligible, as a result of his membership in the Union, or in any Local Union, to receive other bereavement benefits, whether or not those benefits are of equal or greater benefit than those provided by this Agreement, shall not be entitled to claim benefits under this Article.

ARTICLE 24 Geographic Regions

24.01

(a) Universal Workers Union, Local 183 - Toronto

(i) OLRB Area No.8 and Simcoe County

(Metropolitan Toronto, the Regional Municipality of York, the County of Peel, the Townships of Esquesing and Trafalgar, the Towns of Milton and Oakville in the County of Halton, the Township of Pickering in the County of Ontario and the County of Simcoe)

(b) Universal Workers Union, Local 183a - (Eastern Office) Oshawa

(i) The Counties of Durham, Northumberland, Peterborough, Victoria, Haliburton and the District of Muskoka

(c) Local 247 – Kingston
(i) The Counties of Hastings, Prince Edward, Lennox and Addington, Frontenac and Leeds

(d) Local 493 - Sudbury

(i) The District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound, and part of the District of Cochrane lying south of the 49th parallel, excluding a fifty (50) mile radius of the Timmins Federal Building, Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493

(e) Local 493 - Timmins

(i) Board Area 19 (within a fifty (50 mile radius of the Timmins Federal Building and west along Highway 101, including the Town of Chapleau, tip to the District of Algoma borderline and north along the District of Algoma line up to the 83rd Longitude to the Hudson Bay and all areas east to the Quebec Border, including the Towns of Opastike, Harty)

(f) Local 506 - Toronto

(i) The Municipality of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing and the Towns of Ajax and Pickering in the Regional Municipality of Durham, and the County of Simcoe, excluding the Townships of Rama, Mara and Thorah

(g) Local 527 - Ottawa

(i) The Counties of Ottawa Carlton, Dundas, Stormont, Glengarry, Prescott, Russell, Lanark, Renfrew and Greenville

(h) Local 607 - Thunder Bay

(i) The Districts of Thunder Bay, Rainy River and those portions of the Districts of Kenora, Kapuskasing Smooth Rock Falls and Kenora-Patricia and Cochrane, which are west of 83 degrees longitude

(i) Local 625 - Windsor

(i) The Counties of Essex and Kent

(j) Local 837 - Hamilton

(i) The Counties of Lincoln, Welland, Haldimand, Wentworth and the Townships of Nelson and Nassagawaga in the County of Halton

(k) Local 1036 - Sault Ste. Marie

(i) The District of Algoma.

Collective Agreement
between: Labourers' International Union of North America, Ontario Provincial District Council, and Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division) effective from the Date of Ratification to April 30th, 2013
ARTICLE 25 DURATION AND QUALIFICATION

25.01 This Agreement shall be effective from the Date of Ratification through to April 30\textsuperscript{th}, 2013 and shall Continue in force from year to year thereafter, unless either party furnished the other with notice of termination of or proposed revision of this Agreement, not more than one hundred and twenty (120) days before the expiration date of this agreement, or in a like period in any year thereafter.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified in this Agreement, the duly authorized representatives of the Employer and the Union hereby affix their signatures, at the City of ..., this 5\textsuperscript{th} day of December, 2011.

FOR THE EMPLOYER

\[\text{Signature}\]

FOR THE UNION

\[\text{Signature}\]
LETTER OF UNDERSTANDING NO. 1

between:

Labourers' International Union of North America, Ontario Provincial District Council

(The "Union")

- and -

VEOLIA ES CANADA INDUSTRIAL SERVICES INC.
(BURLINGTON AND PICKERING SEWER SERVICES DIVISION)

(the "Employer")

LETTER OF UNDERSTANDING NO. 1

re: Article 4.02

(APPLICATION OF THE HIRING HALL PROVISIONS)

Notwithstanding the hiring hall provisions contained in Article 4.02 of the Collective Agreement to which this Letter of Understanding is attached, the Union agrees that the Union will not enforce the hiring hall provisions contained in Article 4.02 for the term of the Collective Agreement, during which time the Employer is free to hire new employees, from whatever means are at the Employer's disposal.

For greater clarity, the Employer has the unfettered option of hiring new employees either through the Union hiring hall or from any other source, at the Employer's exclusive and sole discretion.

Acknowledged and agreed to this 5th day of December, 2011 at the City of Toronto, by the duly authorized representatives of the Employer and the Union.

FOR THE EMPLOYER

FOR THE UNION

Collective Agreement
between: Labourers' International Union of North America, Ontario Provincial District Council, and
Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division)
effective from the Date of Ratification to April 30th, 2013.
LETTER OF UNDERSTANDING NO. 2

between:

Labourers' International Union of North America, Ontario Provincial District Council

(The "Union")

- and -

VEOLIA ES CANADA INDUSTRIAL SERVICES INC.
(BURLINGTON AND PICKERING SEWER SERVICES DIVISION)

(the "Employer")

1. The Parties agree that the Employer will apply the terms and conditions of the Provincial Civil Agreement, including the subcontracting provision, for all work falling within the scope of the Provincial Civil Agreement. It is understood and agreed that Vac Truck specialty work (i.e. work not falling within the scope of the Provincial Civil Agreement) will be performed pursuant to the Vac Truck Collective Agreement and in the event that an employer listed above intends to subcontract such work it must receive at least three competitive bids from companies in contractual relations with the Union which are ready, willing, able and competent to perform the work in question, failing which, the employer is entitled to contract or subcontract the work to any company which in its discretion it selects.

2. Furthermore, for greater clarity, for work being performed by the Employer under the terms and conditions of the Provincial Civil Agreement, to the extent that there is any conflict between the Master Portion and the Schedules of the Provincial Civil Agreement, it is agreed that the Master Portion shall prevail.

3. For the purposes of paragraph 1 herein, if and when the Employer solicits bids from subcontractors to perform the work falling within the scope of the Vac Truck Collective Agreement, they will simultaneously provide the same information to the Union's affiliate with jurisdiction over the area where the work is being performed so the Union and its affiliate can encourage any qualified signatory contractors to bid on such work.

4. If, in accordance with paragraph 1, work is subcontracted to a company which is not in contractual relations with the Union, the Employer will promptly advise the Union of its
decision and the reason for its decision. For the purposes of this provision the Employer will evaluate in good faith the bids and qualifications of signatory contractors.

5. It is understood and agreed that to the extent there is any conflict between the Provincial Civil Agreement and this Vac Truck Collective Agreement, the terms of this Collective Agreement shall prevail.

Acknowledged and agreed to this 5th day of December, 2011 at the City of Toronto, by the duly authorized representatives of the Employer and the Union.

FOR THE EMPLOYER

[Signature]

FOR THE UNION

Paul Hickey

Paul Hickey

Collective Agreement between: Labourers' International Union of North America, Ontario Provincial District Council, and Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division) effective from the Date of Ratification to April 30th, 2013
LETTER OF UNDERSTANDING NO. 3

between:

Labourers' International Union of North America, Ontario Provincial District Council

(The "Union")

- and -

VEOLIA ES CANADA INDUSTRIAL SERVICES INC.
(BURLINGTON AND PICKERING SEWER SERVICES DIVISION)

(the "Employer")

LETTER OF UNDERSTANDING NO. 3
(PREPARATION OF A MAP)

The parties agree that the Employer will engage the services of a third party mapping firm to prepare a map, in accordance with Article 18.02 of the Collective Agreement, identifying the 110 km from the Employer's premises. The map so prepared will be appended to the Collective Agreement.

Acknowledged and agreed to this 5th day of December, 2011 at the City of Toronto, by the duly authorized representatives of the Employer and the Union.

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature]

Paul Hickey

Collective Agreement
between: Labourers' International Union of North America, Ontario Provincial District Council, and Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division) effective from the Date of Ratification to April 30th, 2013.
LETTER OF UNDERSTANDING No. 4

between:

Labourers' International Union of North America, Ontario Provincial District Council

(The "Union")

- and -

VEOLIA ES CANADA INDUSTRIAL SERVICES INC.  
(BURLINGTON AND PICKERING SEWER SERVICES DIVISION)  

(the "Employer")

Letter of Understanding No. 4  
(Application of the GTWSCA Collective Agreement)

Whenever an Employer carries out or contracts for the carrying out of work in Board Area 8 and/or Simcoe County, all the provisions of the Collective Agreement between the Universal Workers Union, LIUNA Local 183 and the Greater Toronto Sewer and Watermain Contractors Association ("GTSWCA") it will, without exception, govern and be applicable to this work. Without limitation, any such Employer will be obligated to cause industry funds to be remitted to the GTSWCA.

Acknowledged and agreed to this 5th day of December, 2011 at the City of Toronto, by the duly authorized representatives of the Employer and the Union.

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature]

Collective Agreement  
between: Labourers' International Union of North America, Ontario Provincial District Council, and  
Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division)  
effective, from the Date of Ratification to April 30th, 2013
SCHEDULE “A”; UNION / LOCAL UNION CONTACT INFORMATION

(a) Labourers' International Union of North America, Ontario Provincial District Council
1263 Wilson Avenue, Suite 301
Toronto, ON M3M 302

Business Manager: Patrick Little
Phone: 416.240.7254
Fax: 416.240.7260

(b) Labourers' International Union of North America, Central and Eastern Canada Regional Office
44 Hughson Street South
Hamilton, ON L8N 2A7

Regional Manager: Joseph Mancinelli
Phone: 905.522.7117
Fax: 905.522.9310

(c) Universal Workers Union, Local 183 — Toronto
1263 Wilson Avenue, Suite 200
Toronto, ON M3M 3G3

Sector Representative: Mike O'Brien
Phone: 416.241.1183
Fax: 416.241.9845

(d) Universal Workers Union, Local 183 — Eastern
P.O. Box 156, 560 Dodge Street
Cobourg, ON K9A 4K5

Sector Representative: Mike O'Brien
Phone: 905.372.1183
Fax: 905.372.7488

(e) Labourers' International Union of North America, Local 247
145 Dalton Avenue, Suite I
Kingston, ON K7K 6C2

Business Manager: Victor Clara
Phone: 613.542.5950
Fax: 613.542.2781

(f) Labourers' International Union of North America, Local 493
392 Montague Avenue
Sudbury, ON P3C 405
Business Manager: Arthur Adams
Phone: 705.674.2515
Fax: 705.674.6728

(g) Labours' International Union of North America, Local 506
3750 Chesswood Drive
Toronto, ON M1L 2P6
Business Manager: Carmen Principato
Phone: 416.638.0506
Fax: 416.638.1334

(h) Labours' International Union of North America, Local 527
1194 Evans Avenue
Ottawa, ON K1H 7Z8
Business Manager: Luigi Carrozzi
Phone: 613.521.6565
Fax: 613.521.6580

(i) Labours' International Union of North America, Local 607
730 Balmoral Street
Thunder Bay, ON P7C 5V3
Business Manager: Gino Russo
Phone: 807.622.0607
Fax: 807.622.0454

(j) Labours' International Union of North America, Local 625
4320 Seminole Street
Windsor, ON N8Y 1Z7
Business Manager: Walter Dunn
Phone: 519.944.3880
Fax: 519.974.6029

(k) Labours' International Union of North America, Local 837
44 Hughson Street South
Hamilton, ON L8N 2A7
Business Manager: Manuel Bastos
Phone: 905.529.1116
Alt. (Niagara): 905.227.1837
Fax: 905.529.2723

Collective Agreement
between: Labours' International Union of North America, Ontario Provincial District Council, and
Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division)
effective, from the Date of Ratification to April 30th, 2013
(i) Labourers' International Union of North America, Local 1036
280 Bruce Street
Sault Ste. Marie, ON  P6B1P6
Business Manager: Wayne Scott
Phone: 705.942.1036
Fax: 705.942.1015

(m) Labourers' International Union of North America, Local 1059
56 Firestone Boulevard
London, ON N5W 5L4
Business Manager: Jim MacKinnon
Phone: 519.455.8083
Fax: 519.455.0712

(n) Labourers' International Union of North America, Local 1081
812 Lawrence Street
Cambridge, ON N3H 2N1
Business Manager: Manuel Andrade
Phone: 519.653.3333
Fax: 519.653.8086

(o) Labourers' International Union of North America, Local 1089
1255 Confederation Street
Sarnia, ON  N7S 4M7
Business Manager: Mike Maitland
Phone: 519.332.1089
Fax: 519.332.6378

Collective Agreement
between: 'Labourers' International Union of North America, Ontario Provincial District Council, and
Veolia ES Canada Industrial Services Inc. (Burlington and Pickering Sewer Services Division)
effective, from the Date of Ratification to April 30th, 2013
### APPENDIX “A”; CLASSIFICATIONS, WAGES AND EMPLOYMENT BENEFITS

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>Effective Date of Ratification</th>
<th>Effective May 1st, 2011</th>
<th>Effective May 1st, 2012</th>
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<tr>
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<td>CCTV Tradesperson</td>
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<tr>
<td>Combo Tradesperson</td>
<td>$21.22</td>
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<td>$21.26</td>
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<tr>
<td>Flusher Tradesperson</td>
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<td>$21.22</td>
<td>$21.26</td>
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<tr>
<td>CIPP Tradesperson</td>
<td>$21.22</td>
<td>$21.22</td>
<td>$21.26</td>
</tr>
<tr>
<td>Spot Repair Tradesperson</td>
<td>$21.22</td>
<td>$21.22</td>
<td>$21.26</td>
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<tr>
<td>Cutter Tradesperson</td>
<td>$23.22</td>
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<tr>
<td>Grout Tradesperson</td>
<td>$23.22</td>
<td>$23.22</td>
<td>$23.26</td>
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</table>

1. The rate for probationary employees in all classifications shall be at the above rates less $0.75 per hour.

2. With the exception of work falling within the scope of Appendices "C" and "D" and Letter of Understanding No. 2, Appendix "A" shall apply to all vacuum truck work within the territorial jurisdiction of Local 183.
Effective the Date of Ratification and for the remainder of the Agreement, the OPDC, CECOF, TRI-FUND, LOCAL DUES, BENEFITS, PENSION and MONTHLY DUES AMOUNTS for the parties are set out below:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>OPDC</th>
<th>CECOF</th>
<th>TRI-FUND</th>
<th>LOCAL DUES</th>
<th>BENEFITS</th>
<th>PENSION</th>
<th>MONTHLY</th>
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<td>$2.25</td>
<td>$4.60</td>
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</table>
APPENDIX "B"; CLASSIFICATIONS, WAGES AND EMPLOYMENT BENEFITS

Effective August 20, 2010, the wage rates and classifications are:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Probationary Period</th>
<th>Post-Probationary Period to 12 Months Active Employment</th>
<th>&gt; 12 Months Active Employment</th>
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</thead>
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<tr>
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<tr>
<td>Spot Repair Tradesperson</td>
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<tr>
<td>Grout Tradesperson</td>
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<td>$19.43</td>
<td>$20.48</td>
</tr>
<tr>
<td>Lateral Operator</td>
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<tr>
<td>Licensed Mechanic</td>
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1. With the exception of work falling with the scope of Appendices "A", "C" and "D" and Letter of Understanding No. 2, Appendix "B" shall be applicable to all other bargaining unit work.

2. Effective May 1, 2011, the above-noted rates increase by $0.50 inclusive of any amounts required to be paid by the Collective Agreement on account of vacation and public holiday pay.

3. Effective May 1, 2012, the Employer shall begin to remit $2.25 per hour worked by employees pursuant to this Appendix to the appropriate Local Union's Health and Welfare Benefit Trust.
APPENDIX “C”

For all work falling within the scope of the Collective Agreement between the Universal Workers Union, LIUNA Local 183 and the Greater Toronto Sewer and Watermain Contractors Association ("GTSWCA Agreement"), the Employer shall comply with the full terms and conditions of the GTSWCA Agreement without exception and, without limiting the generality of the foregoing, shall ensure that industry funds are remitted in accordance with the GTSWCA Agreement. It is agreed that in no way does this provision create any bargaining rights for Teamsters Local 230, nor could it.
APPENDIX “D”

Outside the scope of the GTSWCA Agreement, for all work on a union job to which a prevailing area agreement applies (where the general contractor or owner is bound to a collective agreement with LIUNA OPDC, LIUNA or their affiliates containing a sub-contracting clause which requires the work to be subcontracted only to contractors in contractual relations with LIUNA OPDC or its affiliates, where the Employer obtained the work pursuant to a subcontracting clause of a prevailing collective agreement or where unionized contractors bid the work in accordance with the terms and conditions of a prevailing area collective agreement), the Employer shall comply with the full terms and conditions of the prevailing collective agreement in respect of all such work.