


SOURCE	Uni'80		
EFF.	94	10	01
TERM.	97	09	30
No. OF EMPLOYEES	65		
NOMBRE D'EMPLOYÉS			

COLLECTIVE AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 419,
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

- and -

BROWNING-FERRIS INDUSTRIES LTD.
(hereinafter referred to as the "Company")

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The Union and the Company agree that the purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 **Joint Labour/Management Consultation Meetings**

The Company and the Union agree to meet at least every two (2) months at a mutually agreed time and place, for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. The general guidelines for such meetings are as follows:

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee,

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1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

2. Structure of Committee:For the Company

Three (3) Company
Representatives

For the Union

All (3) Regular Union Stewards

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. Agenda:

Agendas will be exchanged seven (7) days prior to each meeting.

6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Company. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by all members prior to being posted on the bulletin boards within one (1) week following the Committee

meeting.

7. Chair Responsibility:

The Company and the Union will **alternate** in filling ~~the~~ Chair ~~from~~ meeting to meeting. The Chair will **seek** to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will ~~try~~ to establish an open, flexible **style** of discussion on agenda items.

ARTICLE 2 - SCOPE & RECOGNITION

- 2.01 The Company recognizes ~~the~~ Union ~~as~~ the sole **and** exclusive bargaining **agent** for all employees of the Company ~~at its~~ recycling, transfer station in Concord and ~~Mississauga~~, Ontario, ~~excluding~~ supervisors, ~~persons~~ above the rank of supervisor, ~~office~~, clerical, ~~sales~~ staff, maintenance and mechanical ~~staff~~.
- 2.02 The word "**employee**" or "**employees**" wherever used in the Agreement ~~shall~~ mean respectively an employee or employees in the bargaining unit, and wherever the masculine ~~gender~~ is used in this Agreement, it shall include the feminine **gender**.
- 2.03 The Company agrees that work **normally performed** by bargaining unit ~~employees~~ shall not be performed by non-bargaining unit employees, except in the ~~case~~ of ~~an~~ emergency.
- 2.04 The Company **agrees** not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- 3.01 The Union agrees that ~~the~~ Company retains **all** the traditional rights of management except as expressly limited by the Collective Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 All **employees** who ~~are~~ presently employed by the Company must, as a **condition** of employment, become **and/or** maintain their Union membership in good standing. For the purposes of this **Agreement**, the sole definition of membership in good standing means that they must pay in accordance with ~~the~~ provisions of this

Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of **all** members in the bargaining unit.

- 4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following *their* probationary period with their first Dues payment,
- 4.03 The Company **agrees** to deduct Union dues and initiation fees as specified in **the** Union Constitution from each eligible employee during the first pay period of each month and remit the monies so deducted, together with a list showing from whom and in what amounts deductions were made, to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union **shall** notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 4.04 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.05 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union may appoint or elect, and the Company **shall** recognize, the following three (3) Stewards:
- 5.02 The Union shall advise the Company in writing of the names of the Stewards, and alternates to act in the absence of **the Stewards**, who shall be employees who **have** completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.

The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that **the Steward** is absent from work.

- 5.03 The Union acknowledges that the Stewards have regular work to perform and that they shall only absent themselves from such work with the permission of their Supervisor, which permission shall not be unreasonably withheld, and upon resuming their regular duties, they shall again report to their Supervisor. The Stewards shall not lose pay for time spent during their regular scheduled working hours assisting in the presentation of any grievances that may arise.
- 5.04 An authorized representative of the Union shall have access to the Company's establishment when **in the accompaniment** of an authorized official of the Company **during working hours** for the purpose of adjusting disputes, **provided** that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union **agree** that it is the purpose of the grievance procedure to **amicably and** fairly settle any complaints and disagreements concerning the employees, the Union, **and** the Company, **without**, so **far** as possible, resort to arbitration.
- 6.02 It is the **mutual** desire of the **parties** that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an **employee** has no grievance until **he** has **first** given the Company the opportunity to **adjust** his complaint.
- 6.03 Should any **difference** arise **between the** Company **and** any of the employees **as to** the interpretation, application, administration or **alleged** violation of the provisions of the Agreement that cannot be satisfactorily adjusted pursuant to Article 6.02, an earnest **effort** shall be made to settle such difference in the following manner.

6.04 **STEP ONE**

Within five (5) working days **after** the alleged grievance has arisen, the Steward shall present the grievance in writing, on a form **supplied** by **the** Union, to **the** Supervisor and **if**, within five (5) working days from the time when such grievance **was** presented, a decision satisfactory to the employee is not given, **then:**

6.05 **STEP TWO**

Within five (5) working days **after** the decision of Step One has been **or** should have been given, the **Steward** shall present the written grievance to the **Manager**, or a **person** or persons designated by him **to** handle such matters **at Step Two**. The Manager or his

designate shall **schedule** a meeting to be held within ten (10) working days from the time **when such** grievance **was** presented to him, or his **designate**.

At **the** Step Two meeting, the employee may **be** accompanied by his Steward, and the Manager, or **his** designate, may **be** accompanied by officials of the Company. The Business Representative of the Union **shall be** present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the **Company** within five (5) working days immediately following the date of **such** meeting.

6.06 General Provisions

A Union **policy** grievance which is defined as an alleged violation of this Agreement concerning the Union **as such** or **all** or a substantial number of **employees** in the bargaining unit in regard to which an individual employee could not **grieve** may be lodged by an authorized representative of the **Union** in writing with the Company at **Step 2** of the grievance **procedure** at any time within five (5) full working days after the circumstances giving **rise** to such **grievance** **occurred** or originated, **and if it is** not satisfactorily **settled** it may be processed to arbitration in the **same** manner **and** to the same extent **as** the grievance of **an** employee.

6.07 Any **grievance which arises directly** between *the* Company and the Union concerning the interpretation, application, administration **or** alleged violation of **the** provisions of **the** Agreement **may be** submitted by **either** of the **parties to the other**. Notice of the grievance **shall be** in writing within ten (10) working days of the **occurrence of the** matter giving rise to the grievance. The **Manager, or his designate, shall** schedule a meeting between **the parties to be** held within ten (10) working days after **notice has been** given by either of **the** parties to the other. The **decision of the party being** grieved against shall be given in writing within ten (10) working days following the date of **such** meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance **with** the provisions of Article 7 of the Agreement.

6.08 The Company shall, from **time** to time, notify the Union in writing of **the** names of the Company **representatives** and designated **alternates** appointed for purposes of the grievance procedure.

6.09 Each step to **be** taken **under the** grievance procedure and any

reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7.

- 6.10 Any and all time limits set forth in Article 6 for the taking of action by either party or by an **employee** may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.11 If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, of the reasons for such discharge or suspension.
- 6.12 If an **employee** who **has acquired seniority believes** that **he has been** discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the Steward. if a suspension is **grieved**, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.
- 6.13 If an employee is called before management for disciplinary action or to receive a reprimand and/or for an investigation which could lead to disciplinary action, every effort shall be made to have a Steward or alternate Steward present, if available,
- 6.14 Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twenty-four (24) months.
- 6.15 The discharge of a probationary employee shall be at the sole discretion of the Company and shall be deemed to be for just cause. In the event a part-time employee is hired to a full-time position of the same requirements and department as those of his normal part-time assignments, the probationary period shall be waived.

ARTICLE 7 - ARBITRATION

- 7.01 If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later.
- 7.02 When either party requests that a dispute be submitted to Arbitration,

it shall notify the other party in writing, nominating a single Arbitrator. If the parties are unable to mutually agree on a single Arbitrator within a reasonable period of time, then the party requesting Arbitration may apply to the Minister of Labour for the Government of Canada to appoint a single Arbitrator.

- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement,
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing,

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Canada Labour Code.

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

- 9.01 The following straight-time hourly regular rates shall be in effect during the term of this Agreement:

<u>Classification</u>	<u>Effective Oct. 1/94</u>
Swing Man	16.80
Front-End	16.00
Roll-off	16.00
Rear-Load/Side-Load	14.50
Boom Truck Driver	16.00
Tractor-Trailer (C i)	16.00
MRF - Large Equipment Transfer Station Operator (Loader)	16.00
MRF - Small Equipment Operator	13.50
General Labour	10.00

Progressive Wage Scale for New Hires Only (with the exception of "General Labour")

Probationary	80% of classification rate
Completion of 1st Year	85% of classification rate
Completion of 2nd Year	90% of classification rate
Completion of 3rd Year	100% of classification rate

9.02 **Incentive Scale**

Classification

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Install</u>
Roll-off	\$16.00	\$20.00	\$28.00	\$37.00	\$10.00

Rear Load (06 Etobicoke) \$145.00 per day - \$3.00 per tonne (over 20 tonnes)

Rear Load (05, OCC, Paper) \$3.50 per stop

Front Load (Commercial) .36¢ per yard

Front Load (Apartments) \$775.00 per week

Side Load (Cans/Glass) \$14.50 per hour

Tractor-Trailer Trio Rates:

- Arbor Hills Landfill	\$195.00
- Ridge Landfill	\$155.00
- Thorold	\$ 90.00

Downtime hours for mechanical equipment failure, which, in the opinion of management, the Driver **could** not have prevented - a discretionary rate of \$10.00 per hour, up to a maximum of **two** (2) hours.

9.03 **Lead Hand Premium**

\$17.00 per day (Arbor Hills and Ridge Landfills)

\$10.00 per day (Thorold)

A 5% Premium on incentive rates for Swing Drivers

- 9.04 The Company agrees that the employees affected by the incentive scale shall receive the greater of the hourly classification rate or incentive rate.
- 9.05 Employees shall be paid by direct deposit on a weekly basis, and no more than one (1) week's pay shall be held back.
- 9.06 The Company agrees to provide an annual uniform allowance of **\$200.00** maximum to purchase shirts, ~~trousers~~, coveralls and jackets from the Company supplier,
- 9.07 The Company agrees to provide an annual safety boot **allowance** of **\$100.00** maximum. Employees shall be ~~reimbursed~~ on proof of purchase and submission of a receipt to the Company.
- 9.08 Wearing of uniforms and **safety boots is mandatory.**
- 9.09 When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate ~~classification~~ and rate with the Union. It shall be open to the Union to allege in writing at any time that ~~there~~ is new work and the Company shall discuss the matter with the Union. where the matter is not disposed of ~~between~~ the Company and the Union, it may be referred to ~~arbitration~~ by either party pursuant to Article hereof.

During any time that the matter remains in dispute, the Company will continue to assign the ~~work~~ in question and the employee to whom it ~~is~~ assigned shall be continued at the regular rate he held ~~immediately~~ prior to ~~such new or~~ allegedly new work assigned. Any change of rate resulting from the final disposition of the matter shall be effective on the date the Company ~~notified~~ the Union in writing of new work, or on the date the Union alleged in writing that new work had been introduced.

9.10 **Incentive Bonus**

An incentive bonus shall be paid to full-time employees and shall be calculated and paid as follows:

1. Each work week that ~~an~~ **employee** has perfect attendance, the employee shall be eligible for an incentive bonus that week,

but calculated and paid in accordance with paragraph 3 below.

- 2. Perfect attendance means a **work** week (Monday to Friday) in which an employee works the standard hours for employees that week. Absence for any reason during the week, ~~Whatsoever~~, including sickness, leave of absence, ~~lay-off~~, unexcused absence, vacation, etc. shall disentitle ~~the~~ employee to an incentive bonus for that ~~week~~. The only exception shall be ~~Where~~ an ~~employee~~ is absent on a holiday scheduled pursuant to Article 10.01 of the Agreement. ~~where~~ ~~an~~ employee is late or wishes to ~~leave~~ early and the Company ~~is~~ satisfied with the ~~reason~~ for the ~~lateness~~ or the early departure, such ~~lateness~~ or early departure shall not disentitle the employee to the incentive bonus,
- 3. The incentive will be calculated weekly. An employee's incentive payment will be paid by the Company directly to the employee's ~~RRSP~~ as directed by the employee on a monthly basis:

October 1, 1994

October 1, 1995

\$25.00 per week

\$35.00 per week

ARTICLE

AYS

10.01

The following paid holidays, regardless of when they fall, will be granted to all employees after they have completed their probationary period.

New Year's Day
~~Good~~ Friday
 Victoria Day
 Canada Day
 Civic Holiday

Labour Day
 Thanksgiving Day
~~Christmas~~ Day
 Boxing Day

In order to be eligible for holiday pay, ~~an~~ employee must have worked his last normal ~~shift~~ immediately before ~~and~~ his first normal shift immediately after the holiday in question, unless ~~the~~ employee provides reasons for his absence which would be acceptable to the Company.

10.02 The payment of Statutory Holiday pay shall be as follows:

Driver	9 hours at the applicable classification hourly rate
In-Plant Employees	8 hours at the applicable classification hourly rate

An employee working in a classification associated with the Etobicoke contract shall be paid 11 hours at the applicable classification hourly rate.

10.03 In the event that a ~~Statutory~~ Holiday falls on a non-scheduled work day, the next work day shall be recognized as the Holiday. In the event that this is also a Holiday, the next scheduled work day shall be recognized as the Holiday.

ARTICLE 11 - VACATIONS

11.01 The company will grant vacation with pay on the following basis:

The weeks of entitlement and pay are based on the anniversary date of employment with the Company.

- (a) Employees who have 0 - 5 years of service shall be paid 4% of their gross earnings and granted two (2) weeks' vacation.
- (b) Employees who have between 5 and 10 years of service shall be paid 6% of their gross earnings and granted three (3) weeks' vacation.
- (c) Employees who have ten years service or more shall be paid 8% of their gross earnings and granted four (4) weeks' vacation. Effective October 1, 1996, percentage shall be increased to 10%.
- (e) "Gross annual earnings" means the employee's gross earnings to date (including vacation pay).
- (f) Choice of vacation periods shall be based upon seniority, providing management can maintain a work force sufficient to do the job that is necessary. Vacations due in any year must be taken in the calendar year. Exception- during the period from June 15 through September 15, the maximum of two (2) weeks' vacation entitlement may be taken in an effort to provide vacation time for other

bargaining unit employees to enjoy time off during this period.

- (g) Vacation pay shall be paid at the time ~~the~~ employee is scheduled to go on vacation.
- (h) All vacation requests must be made in writing by January 31st of each year (if not, the company will assign by seniority). In return, the Company ~~will~~ confirm by February 28th of each year for vacation requests.
- (i) All ~~employees~~ must take minimum weeks of vacation as follows:

Employees entitled to 2 weeks' vacation must take 2 weeks.

Employees entitled to 3 weeks' vacation must ~~take~~ 2 weeks.

Employees entitled to 4 weeks' vacation must ~~take~~ 3 weeks.

11.02 Any employee whose employment is terminated for any reason whatsoever, shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.

11.03 If a Paid Holiday ~~falls~~ within an employee's vacation (including Saturday or Sunday), at the ~~employee's~~ option, ~~he~~ may choose another day in lieu thereof ~~or~~ the Holiday pay. This choice must be made prior to going on vacation. If ~~another~~ day in lieu thereof is chosen, it must be mutually agreed upon prior to the date it is taken.

ARTICLE 12 - SENIORITY

12.01 Seniority will be established for each company location and a new employee will ~~be~~ considered ~~on~~ probation ~~until~~ he has worked for the Company for a total of forty-five **(45) working days**. ~~His~~ seniority shall then date back to the first ~~day~~ of hiring.

- 12.02** (a) Every employee covered by this Agreement will be classified in accordance with a job title and a wage classification within that job title ~~as set~~ forth in Article 9.01.
- (b) In dealing with job ~~postings~~, skill, ability and qualifications being sufficient, seniority shall be the governing factor.
- (c) The parties recognize that job opportunity and ~~security shall~~ increase in proportion to length of service. It is therefore

agreed that **in** all cases relating to filling job vacancies, transfers, **lay-offs** and recalls **after** layoff, senior employees shall **be** entitled to preference, providing **he or she** possesses the skill, ability and qualifications to **perform** the available jobs.

- (d) In the event of a **lay-off**, seniority shall be on a bargaining unit **basis**; probationary, temporary, **and** part-time employees shall be the first to go in **order** of seniority, **and** then the lay-off shall be on the basis of **seniority**, providing the employees who **remain** have the skill, ability **and** qualifications to **perform** the available **jobs**.

When recalling **employees**, they shall **be** recalled in order of seniority, providing **they** have **the** skill, **ability** and qualifications to perform the available jobs.

The Company agrees that, in the event an employee is laid off **in** one classification, **he** or she shall **have** the right to bump the junior employee in another classification, providing that employee has the skill, ability **and** **qualifications** to **perform** the available **jobs**.

- (e) Full-time **employees** with recall **rights** will be recalled on a temporary **basis** in **order of** seniority, **provided** the employee on **lay-off** is competent to **perform** the available **work**.

12.03

When a vacancy occurs, notice of **such vacancy shall be** posted upon the bulletin board of all locations and shall remain posted for a period of three (3) working days and **eligible** employees will have the right to bid **for** the position. Selections to such **positions** shall be made on the basis of seniority, providing the employee has the **skill**, ability and qualifications to do the **job**.

Once an employee has been selected **for a vacancy, he may** be required to **remain** in that job for a minimum of six (6) months before **he** is eligible to bid on another vacancy.

Vacancies resulting from the first vacancy will not be posted.

In each case, when the Company fills vacancies resulting **from** the first posting, they will **post** the name of the successful employee on the bulletin **board**. If any employee feels that **he** has not been given **due** consideration when **job** vacancies **are** being filled, he **will** have

the right to file a grievance and have his case decided through the grievance and arbitration procedures.

- 12.04 A seniority list shall be placed on the bulletin board at each location and will be revised by the Company at least every six (6) months. Such list shall show the employees' starting date and classification and copies of such lists shall be forwarded to the Union.
- 12.05 On each occasion that an employee is absent from work due to sickness or accident, he will be granted sick leave on the following basis: his ~~seniority~~ will continue to accumulate up to the equivalent of his length of service for a ~~period~~ **not** exceeding one (1) year.
- 12.06 An employee shall lose all seniority and his employment shall be terminated **if he:**
- (a) Voluntarily quits the employ of the Company;
 - (b) ~~Is~~ justifiably discharged;
 - (c) Is laid off for a period of more than twelve (12) months;
 - (d) Fails to report for *work* **within seven (7) calendar days of the** sending by registered mail of **notice to return to work** following a lay off.
 - (e) Overstays a leave of absence ~~without~~ a reason acceptable to the **Company:**
 - (f) Is absent for over **three (3)** consecutive days without notifying the Company and producing a **reason** for his absences acceptable to the Company;
 - (g) Will not consent to a Company requested physical examination.

If there is a discrepancy between the Company doctor **and** the employee's doctor concerning an employee's medical **condition**, then a third doctor will be selected by the Company and Union and his evaluation shall be accepted by the parties.

- 12.07 It ~~shall~~ be the duty of the employees to **notify** the Company promptly of **any** change in their address. If an employee fails to **do** this, the Company shall not be responsible for failure of a notice to reach such employee.
- 12.08 Notwithstanding their seniority **status**, **stewards** will be continued at work as long as work is available which they are willing **and** able to

do. Where there is more than one steward, the steward's company seniority at his location shall determine his preferential position for lay off.

- 12.09 The Company agrees that when it becomes necessary to train employees for a specific job classification, they shall post the training position. Selection of a candidate shall be in accordance with seniority, providing the employee is qualified.
- 12.10 An employee who is promoted to a position outside of the bargaining unit will continue to accumulate seniority for one (1) year. If the employee returns to the bargaining unit within the period of one (1) year, he will retain his accumulated seniority. If he does not return to the bargaining unit within one (1) year for any reason, he will forfeit all seniority.
- 12.11 In the event an employee is displaced from employment as a result of a closure or permanent lay-off, the applicable provisions of the Canada Labour Code shall apply.
- 12.12 in the event the Company relocates and moves to another location, the employees will have the option to relocate with the Company to the new location.
- 12.13 For the purpose of mergers or amalgamations, if any B.F.I. full-time employee from within the Greater Metropolitan area transfers or their operations are consolidated with the present facilities, their seniority with the Company shall be dovetailed for purposes of seniority within the bargaining unit.

Dovetailing does not apply in acquisitions of other companies.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 (a) Leave of absence without pay to attend Union conventions and conferences may be granted to not more than two (2) employees for a total period not exceeding in the aggregate twenty (20) days in any one (1) calendar year. Not more than one (1) employee may receive leave hereunder at any one time. Applications for such leave of absence shall be made by the Union in writing at least six (6) months prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans.
- (b) The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of

the business. Employees on such leave will be maintained on applicable benefit plans.

- 13.02 An employee returning from sick leave must be certified fit to perform his normal work. Such certification shall be ~~in~~ writing by a qualified physician before he may return to work.

Any medical examination requested by the Company shall be promptly ~~complied~~ with by the employee, ~~provided~~ however that the Company will pay for all such examinations, including in the case of a driver, examinations ~~required~~ for licensing purposes. The Company shall also pay an employee for three (3) hours at an "hourly rate" where he is required by the Company to be examined during a period for which he would not otherwise be paid. The Company shall reserve the right to select a qualified medical examiner or physician of its choosing and the Union may, if in its opinion an injustice has been done, have ~~such~~ employee re-examined at the Union's expense by a ~~qualified~~ medical examiner ~~or~~ physician of its choosing, and this proviso ~~can~~ only be relied upon if ~~the~~ Company has reasonable and ~~probable~~ cause to demand such a medical examination.

13.03 **Pregnancy and Parental Leave**

- (a) An employee who ~~has~~ completed six (6) months of continuous service with the Company will be granted pregnancy leave ~~and/or~~ parental leave, without pay, and without loss of ~~seniority and~~ benefits, in accordance with the provisions of the Canada Labour Code to those employees who make application on forms supplied by ~~the~~ Company, subject to the following:
- (b) An employee may commence pregnancy leave not ~~earlier~~ than three (3) months prior to the estimated date of her confinement and not later than ~~seventeen~~ (17) weeks following the actual day of her confinement.
- (c) The parental leave of ~~an~~ employee who takes a pregnancy leave shall begin at the conclusion of the pregnancy leave.

Parental leave ends a maximum of eighteen (18) weeks after it begins.

- (d) Seniority **shall** accrue during the authorized **leave** as provided herein.

13.04 **Bereavement Leave**

In the event of death in an employee's family, that is: father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren, the employee **shall** be entitled to be absent from **work** for a period of three (3) working days, without loss of **pay**.

13.05 **Jury Duty and Witness Leave**

In the event **an** employee is called and serves on a jury, upon proof, the Company shall continue the employee's regular weekly **pay** **during** the **approved** Jury Duty **Leave**. The employee **shall** notify his supervisor promptly when called and **shall** remit promptly to the Company all monies received for said service.

ARTICLE 14 - HEALTH AND WELFARE

- 14.01 (a) The Company agrees to provide to all eligible employees who have completed their probationary period Group insurance **Benefits** coverage **as** outlined **in** the **B.F.I.** Group Benefits Booklet which was in effect at the time of ratification of this Agreement, at no cost to the employees. There shall be no changes to the **B.F.I.** Group Benefit Coverage **which** has a negative effect on the majority of the employees.
- (b) The Company agrees to provide **all** eligible employees with a Pension Plan and Savings Plan **as** outlined in the **B.F.I.** Employee Retirement and Savings Plan Booklet in **effect** at the time of ratification of this **Agreement**. There shall be **no** changes to the **B.F.I.** Pension Plan **and** Savings Plan which **would** have a negative effect on the majority of employees.

ARTICLE 15 - HOURS OF WORK AND

15.01 (a) The standard hours of work shall be as follows:

Monday to Friday:

Drivers 9 hours per day, 45 hours per week
Start time between 4:00 a.m. and 8:00 a.m.

In-Plant Employees 8 hours per day, 40 hours per week
Start time between 2:00 a.m. and 7:00 a.m.

Start times may be changed when mutually agreed to.

(b) The Company will grant ~~two~~ (2) ~~fifteen~~ (15) minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift, and a ~~one-half~~ (1/2) hour unpaid lunch break.

15.02 Overtime shall be paid at time and one-half, ~~at~~ the applicable classification hourly rate per Article 9.01, or the incentive rate, whichever is greater.

Drivers: Overtime will be paid after 9 hours in a day or 45 hours in a week

In-Plant: Overtime will be paid after 8 hours in a day or 40 hours in a week

Etobicoke runs:

An employee working in a classification associated with the Etobicoke contract shall be paid overtime after 11 hours in a day or 44 hours in a week. (4-day work week)

Any work performed on an employee's scheduled day off, Saturday, Sunday, or Statutory Holidays shall be paid at time and one-half or the incentive rate where applicable, whichever is greater.

Overtime on a Statutory Holiday is in addition to Holiday pay.

15.03 Any employee who is called in to work prior to the commencement of his regular work day ~~or~~ any employee who is called back to work

after the completion of his regular work day will be guaranteed a minimum of four (4) hours at time and ~~one-half~~ or the incentive rate where applicable, whichever is **greater**. Any employee **called** to work on a Saturday, Sunday or Statutory Holiday will be guaranteed four (4) hours at time and ~~one-half~~ or the incentive rate where applicable, whichever is greater.

15.04 An **employee** temporarily transferred to another job will receive his own job rate or the other job rate, whichever is higher.

15.05 **In-Plant:** Overtime will be on a rotating basis within shift. If there are no volunteers for overtime, reverse order of seniority shall apply. **Drivers:** Saturday, Sunday and Statutory Holiday - overtime shall be on a rotating basis. If there are no volunteers for overtime, reverse order of seniority shall apply.

Drivers shall rotate within their own system, to include Swing **Drivers** within that **system**.

15.06 If a route is deleted or merged, the **Driver** shall have the right to exercise his seniority to bump the junior employee in his classification.

15.07 An employee who cannot **report** on time or **who** is sick and unable to come to work, shall inform his supervisor **as soon as** possible prior to the beginning of his shift.

15.08 The Company will give at least **two** (2) hours' notice of overtime except for reasons beyond its control.

ARTICLE 16 - NO DISCRIMINATION

16.01 The Company **and** the Union shall not discriminate against employees with respect to **terms and** conditions of employment on the grounds of race, **creed**, colour, age, sex, marital or parental **status**, religion, nationality, ancestry, place of origin, family **relationship**, place of residence or sexual orientation, in accordance with the provisions of the Canada Human Rights Code.

ARTICLE 17 - BULLETIN BOARD

17.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices. The parties agree that only **notices** that are signed by a Union official **and** approved by the Company

will be posted on the bulletin board.

ARTICLE 18 - HEALTH & SAFETY

- 18.01 The Company **and** the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Canada Labour Code, Occupational Health and Safety.
- 18.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 18.03 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area **and** washroom facilities and to maintain the plant in a manner that ~~is~~ conducive to the safety and health of the employees.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.01 This Agreement shall, unless ~~changed~~ by ~~mutual~~ consent, continue in full force **and** effect from the 1st day of October, 1994 until ~~the 30th day of September, 1997~~, and shall continue thereafter for annual ~~periods~~ of one year each unless ~~either~~ party notifies the other in writing not less than thirty (30) days **and** not ~~more~~ than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.
- 19.02 Negotiations shall begin as soon as possible following notification for ~~amendment~~ **as** provided in the preceding paragraph.
- 19.03 If, pursuant to such negotiations, an agreement is not reached on the ~~renewal~~ or amendment of this Agreement prior to the ~~current~~ expiry date, this Agreement shall continue in **full force and** effect until a new Agreement is signed between ~~the~~ parties, or until conciliation proceedings prescribed ~~under~~ the Canada Labour Code have been completed, whichever date should first occur.

DATED AT *CONCORD* THIS *2ND* DAY OF *NOV.*, 1994.

FOR THE COMPANY

M. H. ...

[Signature]

FOR THE UNION:

[Signature]

[Signature]

[Signature]

EXAMPLE

DOWNTIME RATE APPLICATION

FRONT END LOADER SYSTEM

A Driver works 12 hours, which includes 2 hours downtime of non-preventable mechanical equipment failure. Productivity for the day is 550 yards.

Payout under incentive or hourly rate {whichever is greater):

Incentive:

Productivity	550 yards x \$.36 yd.	=	\$198.00
Downtime	2 hours x \$10.00	=	<u>\$10.00</u>
	Total	=	\$218.00

Hourly Rate:

	9 hours x \$16.00	=	\$144.00
	3 hours x 1.5 x \$16.00	=	<u>\$72.00</u>
	Total	=	\$216.00

Fraternally yours,

Douglas C. Power,
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL UNION NO. 419

- and -

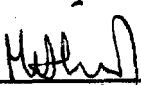

BROWNING-FERRIS INDUSTRIES LTD.

The parties have agreed to the following terms and conditions with respect to when overtime premiums are to be paid to a long-haul tractor trailer driver:

1. After 12 hours per day
2. After 60 hours per week
3. As per Article 15.03
4. When working on a Statutory Holiday

DATED AT CONCORD THIS 2ND DAY OF NOV, 1994.

FOR THE COMPANY

FOR THE UNION:

