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EFF.	97	10 01
TERM.	2002	09 30
NO. OF EMPLOYEES	90	
NOM. RE D'EMPLOYES	14	

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

For the Union

Three (3) Company
Representatives

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 AND 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. **If the Company relocates any or part of its present operations covered by this Agreement within the jurisdiction of the Union, the Collective Agreement shall be applicable to the relocated operation(s).**

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 - _____ **TO** _____

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.

4.03 The Company agrees to deduct **Union** initiation fees and weekly dues as specified In the **Union** Constitution from each eligible employee and remit monthly the **monies** so deducted to the **Secretary-Treasurer** of the **Union**. 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**, at **the time** of making each remittance hereunder to the Secretary-Treasurer of the Union, update the **Union's Pre-Billing** statement showing the following information **ffrom** whose pay deductions have been made:

(a) **All** monthly dues for member to be submitted with current address, postal code and **Social Insurance Number**.

(b) Twelve (12) **check-offs** per year (calendar month).

(c) Monthly:

- **New members** to be listed in **alphabetical** order with current **address**, postal code, Social Insurance Number and date of **hire**.
- **Terminations** or resignations to be clearly **identified with** current address, postal code, Social Insurance Number and date of termination or resignation.
- **Addresses** to be updated as well as name changes **le**, marriage.

4.05 The Company will list **the** annual regular **Union dues** **paid** by each employee on **his** Income Tax **T-4** Statement.

- 4.06 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.
- 4.07 The Company agrees to deduct Union dues from part-time employees when they work more than forty (40) hours in a month. Such Union dues shall be in accordance with Article 4.03. The above employees are exempt from paying initiation fees. This Article does not include agency employees.

ARTICLE 5 - UNION STEWARDSHIP

- 5.01 The Union may appoint or elect, and the Company shall recognize, three (3) commercial Stewards and one (1) residential Steward.
- 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 Company shall pay Stewards for negotiations through to Conciliation, but not during the Conciliation process.
- 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 - CLASSIFICATION 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>Oct. 1/97</u>	<u>Oct. 1/98</u>	<u>Oct. 1/99</u>	<u>Oct. 1/2000</u>	<u>Oct. 1/2001</u>
Swing Man	17.30	17.82	18.36	18.96	19.58
Front-End	16.48	16.97	17.48	18.05	18.64
Roll-off	16.48	16.97	17.48	18.05	18.64
Rear-Load/Side-Load	14.96	15.44	15.93	16.45	16.99
Boom Truck Driver	16.48	16.97	17.48	18.05	18.64
Tractor-Trailer (City)	16.48	16.97	17.48	18.05	18.64
MRF - Large Equipment Transfer Station Operator (Loader)	16.48	16.97	17.48	18.05	18.64
MRF - Small Equipment Operator	13.91	14.33	14.76	15.24	15.94
General Labour	10.30	10.61	10.93	11.29	11.66
Medical Waste Driver	16.10	16.58	17.08	17.64	18.21
Medical Waste Warehouse Person	14.42	14.85	15.30	15.80	16.31

Progressive wage scale for New Hires only, with the exception of "General Labour", will be \$0.50 per hour less than the prevailing hourly rate during the employee's probationary period.

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 Residential (Etobicoke only) \$145.00 per day and \$3.00 per incremental tonne over 20 tonnes

Rear Load Commercial \$3.50 per stop

Front Load Commercial \$0.36¢ per yard

Side Load (Cans/Glass) The prescribed hourly rate

Tractor-Trailer Trip Rates:

•	Arbor Hills Landfill	\$195.00
•	Ridge Landfill	\$155.00
-	American Refuel	\$100.00
-	Sheridan, NY	\$150.00
•	Thorold	\$ 90.00

Downtime hour⁸ 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.

The Company reserves the right to replace the Incentive Scale as described above with a new Incentive **Scale** at any time **during** the **term** of this Agreement.

9.03 Lead Hand **Premium**

Residential Lead Hand Team • **\$1.00** per hour **premium** over the hourly rate **as** set out in **Article 9.01.**

MRF Lead Hand • **\$1.00** per hour **premium over** the hourly rate as set out in **Article 9.01.**

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; the calculation **will** be performed on a weekly **basis.**

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 **\$225.00** maximum to purchase **shirts, trousers,** coveralls and Jackets from the Company supplier.

9.07 The Company agrees to provide an annual safety boot allowance as follows:

Residential Drivers	\$180.00 maximum
Commercial Drivers	\$110.00 maximum

Employees will be paid the above allowance on each anniversary year of this contract. The first year allowance will be prorated through to October 1, 1997 based on past allowance usage.

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 bi-weekly work period that an employee has perfect attendance, the employee shall be eligible for an Incentive bonus that period, but calculated and paid in accordance with paragraph 3 below.
2. Perfect attendance means a bi-weekly work period in which an employee works the standard hours for employees that period. Absence for any reason during the period, whatsoever, including sickness, leave of absence, lay-off, unexcused absence, etc, shall disentitle the employee to an incentive bonus

that period. The only exception shall be where an employee is absent on vacation leave, authorized days off, bereavement leave, Union leave or 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 bi-weekly and prorated for exception days, as described in paragraph 2 above. An employee's incentive payment will be paid by the Company directly to the employee's RRSP Program as set up by the Union. The Company agrees to forward contributions to the Administrator of the RRSP Program by the 10th day of the month following the month in which the contributions were made. Furthermore, the RRSP Program Administrator shall be allowed to explain the options of the Program for purposes of enrolment on the Company's premises.

<u>Oct.1/97</u>	<u>Oct.1/98</u>	<u>Oct.1/99</u>	<u>Oct.1/2000</u>	<u>Oct.1/20001</u>
\$36.00/wk.	\$37.00/wk.	\$38.00/wk.	\$39.00/wk.	\$40.00/wk.

ARTICLE 10 - HOLIDAYS

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.

All employees shall be entitled to one (1) personal day to be taken at a mutually agreed upon time.

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

Commercial Driver	9 hours at the applicable classification hourly rate
Residential Driver (4 day work week)	11 hours at the applicable classification hourly rate
In-Plant Employees	8 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 lay-off, 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

- (a) 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.

- (b) The Company agrees that any temporary vacancy shall be posted indicating the duration. The successful candidate of the temporary vacancy must remain for the duration of the vacancy. The only exception will be if the employee is eligible for a permanent vacancy.
- (c) All daily transfers of employees shall be made in accordance with seniority, providing it is a higher rate of pay. It a senior residential employee cannot be moved because of the efficiency of operation, that employee shall receive the higher rate of pay.

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,
- The Company agrees to offer voluntary training to employees, without pay, in accordance with seniority, to be cross-trained on other classifications. The training sessions shall be posted one (1) week in advance of such training. All training sessions will be held by the Company on an as required basis.**
- 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 of other **BFI** operations or acquisition of other companies or employees **transferring** from other **BFI operations** not covered by the Agreement, there shall be **no** dovetailing of **seniority**.

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 has a negative **effect** on the majority of the employees.

Group **Benefits** Coverage as **outlined in Appendix "A" hereto.**

- 14.02 **The Company shall provide the employee and Steward with a copy of the 'Form 7' in the event of a compensable accidental injury.**

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 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.

The positions for the Tuesday to Saturday work week shall be posted. If there are no applicants, the Company shall assign employees in reverse order of seniority.

Exception to the above: A Tuesday to Saturday work week will apply for no more than two (2) employees in each classification.

- (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.
- (c) Any employee **who is** scheduled to work and report⁸ for the **same shall be entitled to their** applicable standard hours of **work** for that day.

15.02 Overtime shall **be paid at time** and one-half, subject to Article **9.04**.

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

Residential Drivers
(4 day work week) Overtime will be paid after **11** hours in a day or **44** hours in a week

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

Subject to **Articles 9.04** and **15.01 (a)**, any work performed on an employee's **scheduled** day off, Saturday, Sunday, or **Statutory Holidays** shall **be** paid at time and one-half.

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** subject to Article **9.04**. Furthermore, subject to **Articles 9.04** and **15.01(a)**, any **employee** called to work on a Saturday, Sunday or **Statutory Holiday will** be guaranteed four (4) hours at time and one-half.

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.
- 15.09 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

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, 1997 until the 30th day of September, 2002, 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 5th DAY OF March, 1998.

FOR THE COMPANY:

FOR THE UNION:

U. S. D.
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"

GROUP INSURANCE BENEFITS

LIFE INSURANCE:

Hourly - **2 X** earnings up to **\$150,000.00**

DEPENDENT GROUP LIFE:

\$10,000.00 Spouse
\$5,000.00 each Child

OPTIONAL LIFE INSURANCE:

Salaried and Hourly - Units of **\$10,000.00** up to a maximum of **\$200,000.00**

ACCIDENTAL DEATH & DISMEMBERMENT:

2 X times your annual salary

MEDICAL:

\$25.00 **single** per year
\$50.00 family per year

CO-INSURANCE:

100% ~~for~~ **all** benefits including hospital and out of country benefits

OVERALL MAXIMUM UNLIMITED:

Hospital ~~semi-private~~
Convalescent hospital - **\$10.00 per day for 120 days**
Home nursing benefit - **\$25,000.00 per year**

HEALTH PRACTITIONERS - **\$15.00 per visit to a maximum of \$400.00 per practitioner**

OUT OF PROVINCE EMERGENCY ONLY - **\$1,000,000.00** life time maximum, 14 days maximum hospital (unless doctor certifies unable to travel)

PRESCRIPTION PLAN:

Annual claim forms to fill out - 100% coinsurance - paid by Company

DENTAL:

\$25.00 single per year

\$50.00 family per year

Current ODA

100% basic coverage

50% major restorative coinsurance - paid by Company

50% orthodontic coinsurance - paid by Company

Basic Plan maximum unlimited

Major restorative plan maximum is \$1,500.00 every year

Orthodontic benefits maximum is \$2,500.00 lifetime

Selective exam every 8 months

VISION:

Lenses and frames, including contact **lenses**

\$150.00 in any 24 month period (12 months if under the age of 18)

HEARING AIDS:

\$500.00 every 36 months

ORTHOPAEDIC SHOES AND DEVICES:

\$300.00 per calendar year

LONG TERM DISABILITY:

26 week elimination period with a 60% benefit upon proof of disability with Company's Health Insurance provider

SHORT TERM DISABILITY:

6 day qualifying period

60% of earnings up to the EI maximum (UIC max) for 26 weeks

(Minimum insurable earnings this year is \$39,000.00; maximum EI weekly benefit is \$413.00)

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 5TH DAY OF MARCH, 1998.

FOR THE COMPANY:

U. S. Z...

Alfano

FOR THE UNION:

[Signature]

[Signature]