

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

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 **three (3) months** at a mutually agreed time and place, for the purposes of promoting co-operation between the Company and the **Bargaining Unit Employees** 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.

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.

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2. Structure of Committee:

For the Company

One (1) Company Representative

For the Union

Two bargaining unit employees of whom one shall be the Union Steward

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:

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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 **within the jurisdiction of the Union**, 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 - 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.

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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 from 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.

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- 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 ie. 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 REPRESENTATION

- 5.01 The Union may appoint or elect, and the Company shall recognize, **two (2) Union 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 Company shall pay Stewards for negotiations through to Conciliation, but not during the Conciliation process.

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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 **three (3) 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

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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.

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- 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

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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 to 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:

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	Oct. 1, 2002	Oct. 1, 2003	Oct. 1, 2004	Oct. 1, 2005
Swing Man	19.58	20.17	20.83	21.61
Front-end	18.64	19.20	19.82	20.56
Roll-off	18.64	19.20	19.82	20.56
Rear-Load/Side-Load	16.99	17.50	18.07	18.75
Boom Truck Driver	18.64	19.20	19.82	20.56

These rates to be effective upon ratification of the contract. All employees actively at work (which includes employees who are off work because of sickness or injury) shall receive a lump sum payment of one thousand dollars (\$1,000.00).

Swing man position replaces those drivers who are absent on the day shift.

9.02 Incentive Scale

If the company implements an incentive program during the life of this agreement, it shall negotiate it with the Union. If they fail to agree on the terms and conditions then either party may file a grievance.

9.03 If the company implements an afternoon shift on or after 12:00 P.M. there shall be a shift premium of \$1.00 per hour. The afternoon shift shall be posted as per Article 12.03.

9.04 All employees shall be paid by direct deposit on a weekly basis, and no more than one (1) week's pay shall be held back.

9.05 The Company agrees to provide an annual uniform allowance of \$300.00 maximum to purchase shirts, trousers, coveralls and jackets from the Company supplier.

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

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All employees

\$150.00 maximum

9.07 **Wearing of safety boots is mandatory, along with hard hats when dumping at all tipping facilities.**

9.08 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 6 and 7 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.

9.09 **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,

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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.

Oct. 1, 2002	Oct. 1, 2003	Oct. 1, 2004	Oct. 1, 2005
\$42.00/wk	\$44.00/wk	\$46.00/wk	\$48.00/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 two (2) personal days to be taken at a mutually agreed upon time.

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

All employees shall receive nine (9) 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 **10% of their gross earnings**, and granted four (4) weeks' vacation.
- (d) “Gross annual earnings” means the employees gross earnings to date (including vacation pay).
- (e) 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.

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- (f) Vacation pay shall be paid at the time the employee is scheduled to go on vacation.
- (g) 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.
- (h) 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.
- (i) **If an employee is off work due to a compensable sickness or injury, he shall receive no less than his regular straight time weekly earnings for each week of his vacation entitlement.**

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.

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- (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.

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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. If a **senior 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

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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 the Company relocates and moves to another location, the employees will have the option to relocate with the Company to the new

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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 one (1) employee 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

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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

Pregnancy and parental leave shall be in accordance with the Ontario Employment Standard's Act.

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 BFI 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 BFI Group Benefit Coverage which has a negative effect on the majority of the employees. **A copy of the BFI Canada Inc. Group Insurance Benefits shall be forwarded to the Local Union office.**
- (b) The Company agrees to provide all eligible employees with a Pension Plan and Savings Plan as outlined in the BFI Employee Retirement

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and Savings Plan Booklet in effect at the time of ratification of this Agreement. There shall be no changes to the BFI Pension Plan and Savings Plan which has a negative effect on the majority of the employees. **A copy of the BFI Canada Inc. Pension Plan and the Saving's Plan shall be forwarded to the local Union office.**

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.**

**9 hours per day, 45 hours per week
Start time between 2:00 p.m. and 4:00 p.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 reports for the same shall be entitled to their applicable standard hours of work for that

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

day.

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

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

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 and **no later than shift start.**

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

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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 **Ontario 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 **Ontario Labour Relations Act**, 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

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

- 19.01 This Agreement shall, unless changed by mutual consent, continue in full force and effect from the **1st day of October, 2002 until the 30th day of September, 2006**, 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 **Ontario Labour Relations Act**. have been completed, whichever date should first occur.

DATED AT TORONTO THIS 30TH DAY OF JANUARY, 2003.

FOR THE COMPANY:

Peter Roslinsky

Frank Bernard

FOR THE UNION:

Douglas C. Power

Ed Weatherbee

Peter Mercier

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

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 } The deductible will be reimbursed to the
employee by the Local District Management

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

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

\$15.00 per visit to a maximum of \$400.00 per practitioner

OUT OF PROVINCE EMERGENCY ONLY

\$1,000,000.00 lifetime 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 } The deductible will be reimbursed to the
Current ODA } employee by the Local District management

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)
An additional \$50.00 will be reimbursed to the employee by the Local District Management

HEARING AIDS:

\$500.00 every 36 months

ORTHOPAEDIC SHOES AND DEVICES:

TEAMSTERS LOCAL UNION NO: 419 AND BFI CANADA INC.

\$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