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EFF.	95	01	01
TERM.	97	12	31
No. OF EMPLOYEES	38		
NOMBRE D'EMPLOYÉS	JF		

AGREEMENT MADE THIS 18 DAY OF Sept., 1995

BETWEEN:

THE EDMONTON DISTRICT OF BROWNING-FERRIS INDUSTRIES LTD.  
 (formerly Browning-Ferris Industries of Edmonton, Alberta Ltd.)  
 (hereinafter referred to as the "COMPANY")  
 OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362  
 affiliated with the  
 International Brotherhood of Teamsters  
 (hereinafter referred to as the "UNION")  
 OF THE SECOND PART.

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## **ARTICLE NO. 1 - PREAMBLE**

- (a) **Objects** - It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate individually and collectively, for the advancement of conditions.
- (b) **Union Co-operation** - The Union, as well as the members, thereof, agree at all times as fully as it may be within their power, to further the interest of the Company.

## **ARTICLE NO. 2 - BARGAINING AUTHORITY**

The Union is recognized as the sole bargaining agency for Drivers and **Swampers**, for the purpose of Collective Bargaining during the life of this Agreement, and thereafter until such time as the bargaining unit elect another bargaining agent of their choice in accordance with the Albert Labour Act.

## **ARTICLE NO. 3 - POSTING OF AGREEMENT**

The Company will provide a bulletin board for the posting of this Agreement and for such notices as the Union from time to time may wish to post. However, such notices shall be first approved by Management.

## **ARTICLE NO. 4 - UNION SECURITY**

- (a) All employees covered by this Agreement who have been employed for fourteen (14) calendar days shall, as a condition of employment, pay the monthly Union Dues as regular members of the said Union or the equivalent thereof.
- (b) All employees shall, as a condition of employment, become Union Members within fourteen (14) calendar days of the signing of this **Agreement** or the date of their employment and maintain such membership for the duration of this Agreement or be replaced.
- (c) The Company agrees for the duration of this Agreement to deduct from the last paycheque of each month the monthly dues of any employee covered by this Agreement, also the **Initiation Fee** to the Local Union, and to remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted. The Union will supply the Company with application forms for Union Membership and dues deduction application forms which shall be signed by all new employees on the day on which the new employees were hired. **All** completed copies of the application for Union Membership forms shall be returned to the Union immediately and

shall serve as notification of commencement of employment. Upon termination of employment of any employee, his dues deduction authorization form shall be returned to the Union within four (4) **working** days.

- (d) Temporary Employees or hired trucks will not be used while the Company has Regular Full-time Employees covered **by** this Agreement working in any department and who are qualified, available, and who desire the work to be performed.
- (e) Every permanent solid waste removal vehicle used by the Company **shall** be operated by employees of the Company and any recyclable and waste materials within **fifty** (50) miles (eighty kilometres (80 **km**)) of Edmonton will be hauled by employees of the Edmonton Branch of **B.F.I.** and members of the Union.
- (f) The Company shall not require any employee to lease, rent or purchase any vehicular equipment owned by the Company, as a condition of his continued employment.
- (g) Supervisors and other employees of **the** Company outside the scope of this Agreement shall not perform any of the regular duties of employees within the bargaining unit if full-time qualified employees are available.
- (h) A Regular Employee shall be considered as such **an** employee of **the** Company when:
  - 1. He has completed his probationary period.
  - 2. He makes himself available to the Company for full-time employment or as he may **be** needed.
  - 3. He has fully qualified in regard to the Company-approved physical examination or other normal Company requirements and is fully insurable.
- (i)
  - 1. All newly hired employees shall be considered as **probationary employees** for the first sixty (**60**) calendar days of employment.
  - 2. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for **lack** of work or discharged **during** the probationary period.

## ARTICLE NO. 5 - GENERAL

- (a)
  - 1. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be **observed** by employees, which rules and regulations shall not be inconsistent with this Agreement.
  - 2. The Company shall always have the right to hire and to discipline, demote, or discharge employees for proper cause. However, when any such disciplinary action is taken, the affected employee or employees will be entitled to be accompanied by a Shop Steward, if one is available.
  - 3. The Company must inform all Superintendents and Foremen to abide by the rules of this Agreement.
- (b)
  - 1. The Union members shall elect one or more Shop Stewards as the Union deems necessary and shall notify the Company of such election. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
  - 2. The Company shall allow time off without pay to any man who is **serving** on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided ~~forty-eight~~ (48) hours written notice is given to the Company by the Union specifying the length of time off.
  - 3. Authorized agents of the Union will request and have access to the Company's **establishment** during working hours for the purpose of investigating conditions related to the Union contract clauses, provided that such access shall in no way interrupt the Company's working schedule.
  - 4. This Agreement shall be binding upon the parties hereto or their successors, administrators, executors **and** assigns. ~~In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings,~~ such business or any part thereof shall, without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

## **ARTICLE NO. 6 - SENIORITY**

- (a) Seniority shall be **Company-wide** and based on the length of continuous service an employee has been on the payroll, subject to Section (b) of this Article.
- (b) An employee shall ~~lose~~ all seniority rights for any one or more of the following reasons:
  - 1. Voluntary resignation.
  - 2. Discharge for cause.
  - 3. Failure to return to work after lay off under Section (c) of this Article or leave of absence.
- (c)
  - 1. Seniority shall prevail in the event of layoffs with the junior employee covered by this Agreement being laid off first, providing the senior man is capable and qualified to perform the remaining work.
  - 2. The Company agrees to rehire laid off employees on a seniority basis commencing with the last employee laid off. When recalling any employee to work after being laid off, he shall be notified by registered mail directed to the employee's last know address and such employee will be allowed seven (7) days to report to work.
- (d)
  - 1. Permission for **Company-authorized** leave of absence for any reason other than ~~ill~~ health shall be in writing and the leave will consist of a **maximum** of thirty **(30)** days. Permission for any extension of leave of absence beyond thirty **(30)** days shall be in writing **and** agreed upon by the Union, the Company and the employee concerned.
  - 2. In the event a Driver suffers a revocation of Driver's License the Company ~~at~~ its discretion may provide other employment, if available, within the Company ~~or~~ may grant the employee a leave of absence.
- (e) Seniority **will** prevail for the purpose of shift preferential or route openings. All route openings or new jobs will be posted for bid for **seventy-two** (72) hours for indication of employee interest; the Company will consider employee preference in filling the job in accordance with Article 6, Section (e), 1. Employees on vacation or otherwise prevented from bidding will be given an opportunity to bid when they return. Vacancies created as a result of filling a posted job will be filled by the Company without posting.

- .f) Should there occur within classifications **1, 2, or 3**, as listed in **(g)** below following, a temporary vacancy for two or **more** consecutive work days, such temporary vacancy will **be** filled from among the regular full-time Residential Drivers, who have completed their probationary periods and who are qualified to perform the vacant Job. **The filling of any vacancy of** less than two consecutive work days shall be at the sole discretion of the Company.
- (g)** Daily **call-out** and call back will be on a seniority basis in each classification with senior man having first preference. The classifications are listed below:
- 1. Front-End Loader Drivers**
  - 2. Roll-off Drivers**
  - 3. Cherry Picker Driver and Swampers**
  - 4. Residential Driver**
  - 5. Recycling Driver**
- (h)**
- 1.** Promotion - When an employee within the bargain unit covered by this Agreement receives a leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) days within the former unit.
  - 2.** At the **end** of this period of ninety (90) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the **bargaining** unit for any reason, **he must remain within the** unit for a maximum period of one hundred twenty (120) calendar days prior to exercising that privilege again.
  - 3.** The Company will accept personal resumes from all employees covered under this Agreement. Such resumes will **be evaluated** and, at the Company's discretion, the employees may **be** considered for future employment opportunities.

## **ARTICLE NO. 7 - SAFETY CONDITIONS**

- (a)** It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles **which** are not **in** a safe operating condition.

- (b) ~~It~~ shall be the duty of the employees to **report**, in writing, on the appropriate forms of the Company promptly but not later than the end of their shift all safety or mechanical defects on the equipment which they have operated during that shift, a copy of the said report will be made available to the employee on request. ~~It~~ shall be the obligation of the Company to inform the employee of which Supervisor to whom such reports ~~on~~ such equipment will be made. Once the defect is corrected, the person performing the repair will note on the report form **that** the work has been done and that the **vehicle** has been road tested, if a road test is appropriate to the nature of the defect. In the event that the defect does not constitute a safety hazard and because of scheduling of work, cannot be performed on the date requested, that too shall be noted on the form along ~~with~~ an indication of the date when the work will be performed.
- (c) If a problem arises over the repair of reported defects on equipment, the employee shall take the matter up with his immediate Supervisor, ~~if~~ available, or the Head Mechanic on duty.
- (d) In the event that repairs necessary to maintain safe and lawful operation of the equipment cannot be completed immediately, the equipment will be correctly identified and kept out of service until repaired.
- (e) The Company will keep speedometers in proper working order. Disciplinary action shall be taken ~~if~~ speedometers are tampered with.
- (f) Drivers will be held responsible to ensure that proper equipment is used when towing another vehicle, such equipment made available by the Company.

## ARTICLE NO. 8 - HOURS OF WORK

- (a) The regular hours of work for all hourly paid employees shall be:

Eight (**8**) hours per day, Monday through Friday, and forty (**40**) hours per week ~~for~~ five (5) consecutive days, except for employees working a compressed work week as covered by a Letter of Understanding.

Except such **employees** who work a swing shift, at swing shift time such employees shall be excluded from the following provision for two (2) consecutive days off.



**.b)** Overtime - All hours in excess of the daily or weekly maximums shall be overtime and paid for as follows:

- 1.** All hours worked in excess of the regular scheduled hours per day will be paid for at one and one-half (**1 ½**) times the employee's regular rate of pay for the first two (2) hours and **two** (2) times the regular rates of pay **for** each additional hour.
- 2.** All hours worked on the employees designated day of rest will be deemed overtime and paid for at two (2) times the regular rate of pay.
- 3.** **Dino & Load** lugger Drivers - All bins hauled on Saturday, Sunday and Statutory Holidays will be paid for at one and one half (**1 ½**) times the bin rate.
- 4.** Holidays - One and one-half (**1 ½**) times the regular rate of pay for all hours worked.
- 5.** Any hours worked prior to an employee's regular starting time or after his regular quitting time, shall be paid for at the overtime rates in excess of regular scheduled hours in that day.

**(c)** Weekly Guarantee

- 1.** ~~All~~ Full-Time employees shall be guaranteed a minimum of forty (40) hours work **and/or** pay each week, which will be worked in five (5) consecutive days provided the employee is available for work.
- 2.** Residential guarantee is spelled out in Article No. **9 (b) 2**.

**(d)** Employees reporting for duty on a call-out basis inconsistent with their regular assigned work days shall ~~be~~ guaranteed a minimum of four (4) hours ~~work~~ and/or pay at their overtime pay provisions.

**(e)** Each ~~Full-Time~~ Employee reporting for duty at his scheduled starting time on his regular scheduled work day shall be guaranteed a minimum of eight (8) hours work or pay, provided that he remains available for work.

- (f) Shift Differential- All employees shall receive thirty-five cents (**35¢**) per hour shift differential for all hours worked on shifts commencing between the hours of **1259** and **0459**.
- (g) In **staffing** for work on **weekends** preceded **or** followed by a Friday or Monday holiday paid for under this Agreement, Driver assignments shall be rotated by the Company in a manner to provide each regular full time Driver who has completed his probationary period at least one (1) such three (3) day weekend off work **each** year.

## ARTICLE NO. 9 - RATES OF PAY

- (a) Effective January 1, **1995**

Front End Drivers . . . . .	<b>34¢</b> per yard
Route 4 Driver . . . . .	<b>43¢</b> per yard
<b>Swamper</b> . . . . .	<b>28¢</b> per yard
Cherry Picker . . . . .	<b>\$17.00</b> per hour

Paid on total yardage on line-up.  
 Paid for Suspend List Calls.  
 Saturday at two (2) times yardage.  
 Holidays at 1 ½ times yardage.  
 Packer Bins at 1 ½ times yardage.

Once a Front-End driver is assigned sole responsibility for a Front-end route, he shall be paid at the full-time Front-End Driver's rate for all time spent with sole responsibility for a Front-End route.

All Front-End and Roll-Off Drivers will work on a rotation basis on Saturday. Those that do not want to work will find a replacement from the existing drivers to do the work.

- (b) **LOAD RATES** - Effective January 1, **1995**

1. Roll-Off Drivers (per load) . . . . .	<b>\$23.55</b>
Snow Haul . . . . .	<b>\$15.00</b>
Asbestos Hauling -	
1 Bin Rate to Landfill or to Yard.	
Switching bins at Bams -	<b>\$8.50</b>

The Company and its employees, on any work week, may at their option pay Roll-Off Drivers at the hourly rate of \$17.00 per hour, January 1, 1995 rather than the load rate specified.

2. Residential

April 1 - October 31

- a) Sideload/one man crew . . . . . \$11.00 per tonne per truck  
Rearload/two man crew/drivers  
Weekly guarantee . . . . . \$750.00 (5 days)  
Weekly maximum 80,000 kilos per truck

8.00 per tonne over 80,000 kilos per week per truck

November 1 - March 31

Sideload/one man crew . . . . . \$13.00 per tonne per truck  
Rearload/two man crew . . . . . Same as above

- b) Rearload/two man crew . . . . . driver/swamper  
Driver - weekly guarantee . . . . \$165.00 (five[5] days)  
weekly maximum . . . . 80,000 kilos per truck  
over 80,000 kilos per truck per week \$4.00 per tonne  
Swamper - . . . . . \$125.00 per day No Bonus

3. Leduc Residential

Driver - works alone \$750.00 per week (5 days) or \$11.00 per tonne, whichever is greater.

Helper - \$100.00 per day. Works only at the discretion of the Company and driver.

4. Recycle

January 1, 1995 - Weekly guarantee - \$772.50 per week.

Weekly guarantee five (5) days per week, based on fifty (50) hours work.

Effective January 1, 1995

Cardboard truck rate . . . . . \$130.00 per day  
Recycle Roll-off Driver,  
Clover Bar and Allied . . . . . \$23.04 per load  
B.P., C.P. & Stelco . . . . . \$13.40 per load

5. All new employees will be paid one hundred dollars (5100.00) per day for the first fourteen (14) days, regardless of what system they start in.

(c) Lead Man - An employee assigned by the Company to direct the work of other employees while performing the same work himself, shall be paid forty-five cents (~~45¢~~) per hour over and above the classification of employees for which he is Lead Man. He shall be a member of the Union and shall not have the authority to directly hire, fire, suspend or discipline employees.

**ARTICLE NO. 10 - PAY AND WORKING CONDITIONS**

(a) Pay time shall be computed from the time the employee is ordered to report for duty and registers in, whichever is later, until he is effectively released from duty.

(b) 1. All Regular Employees covered by this Agreement shall be paid not less frequently than every other Thursday, at the end of the shifts which start on that day, all wages earned by such employee to a day not more than seven (7) days prior to the date of payment. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked and all deductions made from the gross amount of wages. When code numbers are used by the Company to identify earnings and deductions on the itemized statement, the Company will inform the employees as to what each number represents. If an error occurs in the payroll computation of an employee's paycheque and the amount is equal to one (1) day's pay or more, he shall be entitled, on request, to receive the amount due immediately.

2. Upon discharge, the Company shall pay all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the pay day in the week following such quitting.
  3. All payroll cheques will be done by "Direct Banking" for all employees.
- (c) When an employee meets with personal injury while on duty which prevents him from completing his shift, he will be paid for the hours actually worked, except that if an injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day to a maximum of eight (8) hours.
- (d) The Company agrees to maintain clean lunchrooms and sanitary washrooms and toilet facilities at its main plant. Employees will be required to assist in keeping these facilities clean at all times.
- (e) There shall be no split shift and the Regular Employees work week must be designated to him on the last day of the preceding week.
- (f) **Meal Period and Coffee Break**
1. Except by mutual agreement between the parties hereto, the employees shall take one (1) continuous period for meals of not more than thirty (30) minutes in any one (1) day. The employee shall have the right to select the time for this meal period.
  2. An employee shall be entitled to one (1) break not in excess of fifteen (16) minutes during both the first half and second half of any shift.
  3. When an employee is held over beyond his scheduled quitting time for two (2) hours or more he shall be allowed a fifteen (15) minute coffee break during that period. However, if an employee is held four (4) hours or more he shall be allowed a thirty (30) minute paid meal break during that period.
- (g)
1. Truck Drivers will not be required to service, maintain or wash trucks or equipment. They will however, be required to check tires, wheels, oil, water, fuel and keep the glass and interior of the cab clean.
  2. All employees working for the Company are required to wear a uniform. The Company agrees to pay each employee a thirty dollar (\$30.00) per month uniform allowance.

- .h)** Any Company-required physical or medical examination shall be promptly complied with by all employees; provided however, the Company shall pay for all such physical or medical examinations and for any time lost during working hours as a result thereof. The Company shall give the employee twenty-four (24) hours notice prior to such examination.

Drivers who have been employed one (1) year or more and who are required to take government physical or medical examinations for the purpose of the Vehicle Operator's License, upon receipt of their doctor's report will make it available to the Company for copying.

The Company will then reimburse the Driver up to a maximum of forty-five dollars (\$45.00) towards the cost of such physical examination upon presentation of a receipt showing the Driver has paid for such examination.

- 1.** Any employee who fails to pass a Company physical examination at his option may have his case reviewed in the following manner:
  - (a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
  - (b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
  - (c) In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will, at written request of the employee, agree to and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.
- 2.** The decision of the medical specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification.
- 3.** The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiners report shall be furnished to the Company and the employee.

4. If the Company requests the driver to upgrade his license, the appropriate equipment will be provided for the test purposes and the driver will receive his regular rate of pay during the test period.

(i) **Welfare Protection** - When an employee goes off work ~~ill~~ or on compensation or grievance is invoked on his discharge, the Company shall continue to pay both his Welfare Fees and Union Dues so that the employee shall be protected to the utmost, provided -

1. The employee reimburses the Company for such contributions made on his behalf and is at no time more than five (5) months in arrears, and

2. The period of such coverage shall exceed six (6) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earnings only the employee's portion of the contribution paid on his behalf.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

(j) **Funeral Leave** - When death occurs to a member of a Regular Employee's immediate family, the employee will be granted upon request, an appropriate leave of absence and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral for a maximum of three (3) days.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandparents, and legal guardian.

(k) **Jury Duty** - Any employee who is required to perform Jury Duty on a day which he would normally have worked, or attends court in response to a subpoena only to give evidence as a Witness concerning matters occurring during ~~the~~ regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not ~~be~~ for hours in excess of eight (8) per day for forty (40) per week, less pay received for Jury Duty. The employee will ~~be~~ required to furnish proof of jury service or Witness attendance and Jury Duty pay or Witness ~~Fee~~ received therefor, and the employee shall be responsible to account to the Company for

Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness attendance shall, subject to this provision, make himself available for work before or after required for such duty, whenever practicable.

- (I) Parking Facilities - ~~The~~ Company shall supply, at its Shop location, parking facilities and plug-ins for all employees.

## ARTICLE NO. 11 • HOLIDAYS

- (a) 1. All employees who have completed thirty **(30)** calendar days of employment shall ~~be~~ entitled to the following Holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Employee's Birthday ~~will~~ be taken in lieu of Boxing Day, except Residential and Recycle employees.

Should a Statutory Holiday or Birthday fall on a Saturday or Sunday, the Company shall pay one and one-half ( $1\frac{1}{2}$ ) the bin rate on the following work day. (Front-end and **Roll-off** Systems only)

Residential and Recycle employees may work in the plant on Easter Monday, if they so request.

For those Holidays specified as General Holidays in Order No. 21 of the Board of Industrial Relations, employees employed on other than an hourly wage rate shall be compensated for such holidays as follows:

Statutory Holiday Rate - Effective January 1, 1995

Front End Drivers **\$17.47** per hour

Cherry Picker, ~~Swamper~~, **Roll-Off** Drivers,  
Residential and Recycle Drivers **\$17.00** per hour

In the event of another General Holiday being proclaimed by the Federal or Provincial Government, employees shall be paid as above.



2. All employees on an hourly rate will receive eight (8) hours pay at their regular hourly work time job classification rate for the Holidays listed.
3. All employees shall be entitled to holiday pay for the specified Holiday subject to the following qualifications.
  - (a) An employee shall not be entitled to receive pay for any Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason, whatsoever, or due to sickness or compensation in excess of thirteen (13) weeks.
  - (b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the Holiday and/or the day after the Holiday shall not be paid for the Holiday.
  - (c) In the event an employee is requested to work on his Holidays, he shall receive the rate of pay as stipulated in this Agreement in addition to the rate as prescribed for the Holiday.
  - (d) In the event any of the above-mentioned Holidays fall during an employee's annual vacation, he shall receive an extra day off with pay added to his vacation for each Holiday.

## ARTICLE NO. 12 - VACATIONS

- (a) All employees shall receive two (2) weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages earned by the employee during the year in which he qualified for such vacation, OR

- (b) All employees who have completed four (4) or more years of continuous service with the Company shall receive three (3) consecutive weeks vacation with pay.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages earned by the employee during the year in which he qualified for such vacation, OR

- (c) All employees who have completed nine (9) or more years of continuous service with the Company shall receive four (4) weeks vacation with pay.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages earned by the employee during the year in which he qualified for such vacation, OR

- (d) All employees who have completed sixteen (16) or more years of continuous service with the Company shall receive five (5) weeks vacation with pay.

Payment for such vacation shall be in the amount equal to ten percent (10%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

- (e) Holiday lists shall be posted by department on February 1 of each year and the most senior seven (7) in each department will have fourteen (14) days to select their holidays; the next seven (7) senior employees will then have fourteen (14) days to exercise their choice of time and this system will continue until all employees in each department have listed their choice of vacation time. Once this list is completed and accepted by the Company, it shall not be changed unless mutually agreed to by the Company and the employee concerned. Any employee not specifying his time of vacation within the above designated time periods shall receive his vacation at the discretion of the Company.

- (f) An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.

- (g) An employee shall receive his total vacation pay on a separate cheque prior to commencing his Holidays.

- (h) To the Company is reserved the right to limit the number of employees off work on vacation at any one time to one employee within each of the classifications listed in (g) of Article 6. No employee may take more than two (2) weeks off on a vacation which begins or ends within the months of July and August; in scheduling such vacations during these two months, preference shall be given the four (4) most senior employees within each classification within (g) of Article 6, during 1995, with the next four (4) most senior employees within each of the aforesaid classifications given preference for July and August of the following year and to continue on rotating basis thereafter. If a senior person doesn't take holidays when scheduled they will drop to the bottom of the list for the following year.

### **ARTICLE NO. 13 - MAINTENANCE OF STANDARDS**

Employees temporarily assigned to lower rated positions shall not have their rates reduced for the first thirty (30) days.

### **ARTICLE NO. 14 - UNION CONTROVERSY**

- (a) Prior to asking employees to cross a picket line, the Company will first meet with the Union. The Union will do all in its power to help effect a fair arrangement.
- (b) During the life of this Agreement there shall be no lock out by the Company or any strike, sit-down, ~~slow-down~~, work stoppage or suspension of work either complete or partial for any reason by the Union or the employees.

### **ARTICLE NO. 15 - DISMISSAL**

- (a) The Company will not discharge any employee without just cause and shall give at least one warning notice, in writing, of the complaint against any such Employee. The Company will give the Union and the Shop Steward a copy of such warning notice. No warning notice need be given to any employee before he is discharged if the cause for such discharge is use, possession, or being under the influence of drugs, marijuana or alcoholic beverage while on duty, or during meal periods, dishonesty, or willful damage to Company property. A warning letter shall be removed from the employee's file after one (1) year has expired.
- (b) Should any discharged employee feel that such dismissal is unjust he may apply for a hearing of his case through the grievance procedure within five (5) days of the date of discharge. Should it be found that an error has been made, he shall be reinstated and reimbursed for all the time lost, such reimbursement to be less all monies otherwise earned during the period in question.

### **ARTICLE NO. 16 - GRIEVANCE PROCEDURE**

All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlements shall be as follows:

**STEP 1:** Any grievance of an employee shall first be taken up between such employee and the supervisor.

Time ~~limit~~ to institute grievance:

- a. Termination or lay off - five (**5**) days
- b. All others - fifteen (**15**) days

However, such employee will be entitled to representation by a Shop Steward or representative of the Local Union.

**STEP 2:** Failing settlement under Step 1, such grievance shall be taken up ~~between~~ the representative of the Local Union or Shop Steward and the supervisor. Such grievance shall be in writing and signed by the grieving employee.

**STEP 3:** Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2 shall be reduced to writing and referred to and taken up between the Secretary or other bargaining representative of the Union and the Company representative authorized by the President of the Company.

**STEP 4:** Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) members selected by the Union and two (**2**) Company members appointed by the President of the Company.

**STEP 5:** Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and by the Company.

## **ARTICLE NO. 17 - SICK LEAVE**

- (a) For all employees with ~~one~~ (1) year's service or more, paid sick leave shall be accumulated at the rate of one-half (**½**) day per month to a maximum of thirty (**30**) days.

- (b) Where any absence, occasioned by sickness or accident ~~is~~ **not** covered for payment by either the sick benefit or compensation, employees shall draw on time so accumulated in the following manner;

First day of absence	one-half ( <del>1</del> ) day's pay.
Second day of absence	one full day's pay.
Third day of absence	one full day's pay

and continuing on this basis until all accumulated days are used up,

- (c) Employees must collect funds from the Health and Welfare Plan prior to being eligible for the benefit.

## **ARTICLE NO. 18 - HEALTH AND WELFARE PLAN**

### **Section A**

The non-occupational Weekly Indemnity and Life Insurance Plan covering **all** employees presently in effect shall remain in effect as now constituted or in no less a beneficial form.

### **Section B**

The Plan shall also include the following:

1. Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by medicare covering members of the Union and their eligible dependents.
2. Blue Cross coverage for hospital and other benefits or the equivalent thereof.
3. Optical and dental coverage.

### **Section C**

1. The cost of the Plan shall be paid as follows:  
  
**Seventy-five** percent (75%) by the Company, and  
**Twenty-five** percent (25%) by the participating member.
2. Coverage shall remain in force for the whole of any month whether or not the member remains in the employ of the Company for the whole of such month.



## ARTICLE NO. 19 - EMPLOYEE R.R.S.P. PLAN

The Company will institute an R.R.S.P. Plan which will be managed by Integra Capital Management Corporation with Canada Trust as the Plan's trustee/custodian and record keeper.

The Company will contribute, on behalf of the employees, an amount equal to the following, into the Plan for employees that are full-time, and have served their probationary period.

<b>1995</b>	two percent (2%) of gross earnings
<b>1996</b>	four percent (4%) of <b>gross</b> earnings
<b>1997</b>	seven percent (7%) of gross earnings

The aforementioned contribution shall be calculated bi-weekly, and remitted to Canada Trust by the sixth (6th) working day of the following month.

Employees can contribute to the Plan over and above what the Company has contributed up to the percent which is allowed by the government.

Employees can change the amount of the contribution to the Plan only on a quarterly basis.

Statements for the Plan are mailed to the employee on a quarterly basis by Integra.

If, during the term of this Agreement, the Edmonton Consumer Price Index (CPI) in the month of January at the beginning of each year should be higher than the percent which is stated above, the Company will adjust the percentage contributed for that year to match the CPI.

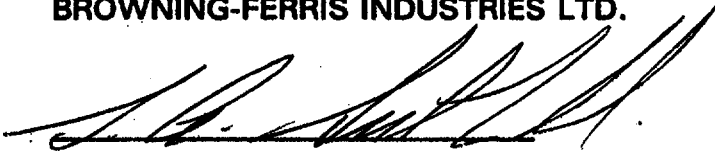
## ARTICLE NO. 20 - TERMINATION AND AMENDMENTS

- (a) This Agreement shall remain in full force and ~~effect as of the first (1st) day of January 1995~~, and continue in full force and effect through ~~the thirty-first (31st) day of December 1997~~, and from year to year thereafter, as hereinafter provided.

- (b) If either party desires amendments effective in the next ensuing year, the party proposing such amendments shall give notice in writing to the other party; not less than sixty (60) days before the thirty-first (31st) day of December in any year.


SIGNED THIS 18 DAY OF September, 1995

ON BEHALF OF THE COMPANY:  
The Edmonton District of  
BROWNING-FERRIS INDUSTRIES LTD.



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ON BEHALF OF THE UNION:  
General Teamsters,  
Local Union No. 362



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## APPENDIX "A"

### DOWN TIME GUARANTEE

- (a) The Company agrees on all trucks to pay up to a maximum of two (2) hours per day at ten dollars (\$10.00) per hour for time lost due to breakdown of equipment. Such breakdowns must be reported to the Supervisors immediately.

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