

AGREEMENT MADE THIS 22nd DAY OF SEPTEMBER, 2004

BETWEEN:

BFI Canada Inc.
Drivers
(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 Driver/Helpers, 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 Relations Code.

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 (80km)) 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 ninety (90) 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. 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 by the posting of the position..
- (f) Should there occur within a classification, a temporary vacancy for two or more consecutive work days, such temporary vacancy will be filled from among the Drivers and Helpers 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 employees having first preference. The classifications are listed below:
 1. Front-End Loader Drivers
 2. Roll-off Drivers
 3. Cherry Picker Drivers
 4. Driver/Helpers

- (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 (1½) 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 Luggers Drivers** -All bins hauled on Saturday, Sunday and Statutory Holidays will be paid for at one and one half (1½) times the bin rate.
 4. **Holidays** - One and one-half (1½) 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) Employees will have eight (8) hours of prone rest in any twenty-four (24) hour period. Should the employee not receive eight (8) hours rest, they will be paid one and one-half (1½) bins or yardage, whichever is applicable, for all hours worked on the following shift.
- (d) **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. Should the Company enter into residential or recycle work, the Company and the Union will negotiate rates of pay prior to the commencement of work.
- (e) 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.
- (f) 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.
- (g) **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.
- (h) 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

Classification	Jan 1/04	Jan 1/05
Front end drivers	41¢ / yard	41¢ / yard
Route 9 driver	50¢ /yard	50¢ /yard
Occ. Route	50¢ / yard	50¢ / yard
Helper	\$9.60 / hour	\$9.60 / hour
Cherry Picker	\$20.18 / hour	\$20.18 / hour
Roll-Off Driver	\$26.78/load	\$26.78/load
Switching Bins at Barn	\$10.08/bin	\$10.08/bin
Alternate Hourly Rate	\$20.18/hour	\$20.18/hour

Nisku runs one and one-half (1½) times if only one run, bin rate if more than one.

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.

New Hire Rates of Pay - Effective September 22, 2004, (date of ratification), there will be a six month progression for all newly hired employees to reach the full rate of pay. New Hire rates for the first six months of employment, will be as follows:

Front End \$0.39 / yard
 Roil-Off \$24.78 / bin
 Occ Route \$0.48 / yard
 Hourly Rate \$18.18 / hour

- (b) Training - the Company agrees to pay a driver training fee of five hundred dollars (5500.00) for each driver who is successful and hired,

New employees while training will be paid one hundred and twenty-five dollars (\$125.00) per day for a maximum of two weeks.

- (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 Friday, 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. Employees who are discharged from the service of the Company shall receive their wages and personal property in full immediately thereafter, provided the employee turns into the Company all uniforms, tools, or other property furnished to the employee by the Company. Employees who quit the service of the Company will receive their wages at the next regular payday, but may receive their personal property upon quitting, provided the employee turns into the Company all uniforms, tools or other property furnished to the employee by the Company.
 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 (15) 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 required to do so, shall wear Company uniforms as supplied, and shall maintain themselves and the uniforms in a neat, tidy and clean condition.

Annually, employees may choose from one of the following:

- (a) 4 shirts, any combination of oxford and golf, 4 t-shirts, 4 pants, any combination, 2 spring bomberjackets, or
- (b) 5 t-shirts, any combination, 5 coveralls, 2 spring jackets
- (c) Winter parka- 1 every two years if required, or Vest - 1 every two years if required.

If the employee does not require a parka or spring jackets, the Company will supply a one hundred dollar (\$100.00) boot allowance. The Company agrees to pay each employee a twenty dollar (\$20.00) per month cleaning 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.

- (l) **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 (1½) the bin rate on the following work day. (Front-end and Roll-off Systems only)

For those Holidays specified as General Holidays, employees employed at other than an hourly wage rate shall be compensated for such holidays at the alternate hourly rate of pay.

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) Vacation lists shall be posted on February 1st of each year and the employees shall indicate their preference for vacation time before February 28th. If an employee fails to indicate his preference on the vacation list, then vacation time shall be granted at the Company's discretion. The Company shall post a final vacation schedule by April 1st in any year and this schedule shall remain posted for the balance of the year. Vacation time shall be granted by the Company so as to least interfere with the efficient operation of the business. However, senior employees shall be given preference with regard to the selection of vacation provided that a senior employee may only exercise his seniority for selection purposes once in any vacation year.

- (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) The Company reserves the right to limit the number of employees off work on vacation at any one time, however a minimum of one person per ten employees shall be allowed off at any one time.

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) All full-time, non-probationary employees who have completed one calendar year of employment, will, as of January 1st each calendar year, be given five (5) personal days. Request for personal time off should be made at least twenty-four (24) hours in advance of the requested time off. The foregoing twenty-four (24) hour notice period shall not apply to the first day missed where the employee is absent for three (3) consecutive days, provided that on the first day missed the employee gives the Company as much advance notice as reasonably possible, but not less than one hour prior to the employee's scheduled start time. Unused personal days shall be cashed out to the employee with the last paycheque issued each calendar year.

NOTE** All full-time employees shall receive five (5) days for the year 2001. Employees hired after January 1, 2001 will be pro-rated.

- (b) Employees must collect funds from the Health and Welfare Plan, beyond Article 17 (a) & (b).

ARTICLE NO. 18 - HEALTH AND WELFARE PLAN

Section A

The non-occupational Weekly Indemnity and Life Insurance Plan covering all employees shall be the BFI Canada Inc. Employee Group Benefit Plan.

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 PENSION PLAN or DCP

All employees of the Company, excluding those red-circled in the Letter of Understanding attached to this agreement, who are hired after January 1, 2001, will be enrolled in the BFI Canada Inc. Pension Plan or DCP (the Plan) in accordance with the eligibility requirements of the Plan.

The Plan includes:

- employer's tax deferred contributions to the Plan
- eligibility is the first of the month following one year of service
- BFI's contribution to the DCP will vest after the employee has completed two years of continuous employment
- the funds will be locked in by Pension legislation
- BFI will make a contribution on the employee's behalf equal to four point seven percent (4.7%) of earnings.

ARTICLE NO. 20 - TERMINATION AND AMENDMENTS

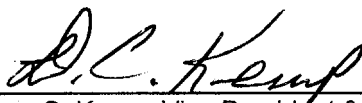
- (a) This Agreement shall remain in full force and effect as of the first (1st) day of January 2004, and continue in full force and effect through the thirty-first (31st) day of December 2005, and from year to year thereafter, as hereinafter provided.
- (b) If either party desires amendments effective 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 20 DAY OF October, 2004

ON BEHALF OF THE COMPANY:
BFI Canada Inc



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



Dave C. Kemp, Vice President & BA

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.

LETTER OF UNDERSTANDING

BETWEEN: BFI Canada Inc.
Edmonton, AB


AND: General Teamsters, Local Union No. 362

RE: RRSP Plan

As per the meeting of June 29, 1998 it was mutually agreed and understood that the Company will not disburse any funds from the RRSP Plan described in Article No. 19, that was contributed by the Company or the employee(s), other than upon terminations, resignation, retirement or death of the employee.

SIGNED THIS 20 DAY OF October, 2004

ON BEHALF OF THE COMPANY:
BFI Canada Inc



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



Dave C. Kemp, Vice President & BA

LETTER OF UNDERSTANDING

BETWEEN: BFI Canada Inc.
Edmonton, AB

AND: General Teamsters, Local Union No. 362

RE: Employee DCPP Pension Plan

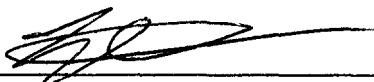
The Company will red circle the following employees currently receiving the seven percent (7%) RRSP employer contribution:

Mike Antoniak
Jean Blais
Dennis Calahoo
Mark Pollock
Brian Melnyk
Ron Rogne

Jim Bell
Kenneth Buchinsky
Al Candlish
Des Rolheiser
Barry Aitken

SIGNED THIS 20 DAY OF October, 2004

ON BEHALF OF THE COMPANY:
BFI Canada Inc



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



Dave C. Kemp, Vice President & BA

LETTER OF UNDERSTANDING

BETWEEN; BFI Canada Inc.
Edmonton. AS

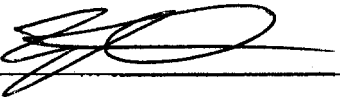
AND: General Teamsters, Local Union No, 362

RE: Special Tenders

Should the Company wish to submit a tender on new **business**, the Company **shall** present to the Union membership the **rates** that they would be using for the bid. The membership will then ratify or reject the **bid**. This rate shall not be below thirty-four cents (34¢) for front-end. Roll-off haul rate for 2004 and 2005 - \$24.00 per pull.

SIGNED THIS, 20 DAY OF October, 2004

ON BEHALF OF THE COMPANY:
BFI Canada Inc



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



Dave C. Kemp, Vice President & BA

LETTER OF UNDERSTANDING

BETWEEN: BFI Canada Inc.
Edmonton, AB

AND: General Teamsters, Local Union No. 362

RE: ACJV Project

In respect to the Athabasca Construction Joint Venture Project, this letter is intended to clarify the rate of pay for drivers respecting the hauling of roll-off containers from the Project.

Drivers will be paid at the rate of two bins for bins hauled from the Project. This rate of pay has been implemented and will be continued.

SIGNED THIS 20 DAY OF October, 2004

ON BEHALF OF THE COMPANY:
BFI Canada Inc



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



Dave C. Kemp, Vice President & BA