



19/02/08

## COLLECTIVE AGREEMENT

BFI Canada Inc.

- and -

Teamsters, Chauffeurs, Warehousemen  
and Helpers Union Local No. 880

Effective: May 1 2007 to April 30, 2010

13450 (02)

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Collective Agreement

Entered into this                    day of                    , 2008.

Between:

BFI Canada Inc.

hereinafter referred to as the "Company",

- and -

Teamsters, Chauffeurs, Warehousemen  
and Helpers Union Local No. 880

hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

- 1.1 BFI Canada Inc., hereinafter referred to as the Company or the Employer, recognizes Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 880, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees employed as Commercial Drivers, Commercial Driver Helpers and Production Employees in the Essex, Kent, and Lambton Counties, excluding Maintenance and other employees, Foremen, and those above the rank of Foreman.
- 1.2 The Employer and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and, as set forth herein, to describe the basic agreement controlling rates of pay, hours of work, dispute procedure, and conditions of employment. The Union recognizes that the Company must be kept in a strong competitive market position which means it must carry on business with the highest possible efficiency and the Union agrees to support the Company in attaining said objective.
- 1.3 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

## ARTICLE 2 – UNION SECURITY

- 2.1 All employees covered by this Agreement shall, at all times during their ~~employment, maintain Union membership in good standing as a condition of~~ employment.
- 2.2 All newly hired employees, shall within seventy-five (75) days of hiring, become Union members and, similarly, maintain their Union membership in good standing, as a condition of employment.
- 2.3 All newly hired employees shall, on the day of hiring, be required to complete and sign application for membership and dues deduction authorization in the form provided by the Union. The Employer shall forward the application portion of such form to the Union, forthwith, and shall retain the dues deduction portion.
- 2.4 Upon termination of employment, the dues deduction portion retained by the Employer shall be returned to the Union within four (4) days.
- 2.5 The Union shall advise the Employer from time to time of the amount of the monthly Union dues for members.
- 2.6 The Employer agrees to deduct from the last pay cheque in each month the monthly dues of each employee in the bargaining unit and shall remit the same together with a list of the employees from whom such deductions are made, no later than the tenth (10) day of the month following the month during which such monies were deducted.
- 2.7 All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's initiation fee, one hundred dollars (**\$100.00**), upon completion of the probationary period, in ~~twenty-five~~ five dollar (\$25.00) increments. The Company agrees 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 at the same time as the Union dues are remitted.
- 2.8 The Union will notify the Employer, in writing, of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees and the Employer will immediately commence deductions in amounts prescribed by the Local union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.
- 2.9 Such notice of arrears served on the Employer shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Employer.
- 2.10 It is understood and agreed that the Union shall save the Company harmless from any and all claims which may be made against it by an employee for amounts deducted from wages as herein provided.

## ARTICLE 3 – STEWARDS

- 3.1** ~~The Company acknowledges the right of the Union to appoint a Steward and, if the operations are such as cannot be covered by one Steward, additional~~ Stewards may be appointed. The Chief Steward shall work on a steady day shift where possible at each facility (location).
- 3.2** Wherever possible, grievances shall be processed during the normal working hours of the Steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property ~~or~~ at any other place which is mutually agreed upon by both the Union and the Company. Prior to leaving his normal duties the Steward must obtain the permission of his supervisor and in any event the Steward shall be responsible for the same quantity and quality of work as other employees.
- 3.3** If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall receive his regular rate of pay for all time spent during the processing of the grievance with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. The provisions of this section are not subject to daily call-in guarantee or the overtime provisions of this Agreement.
- 3.4** Should the Company find that a steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Section 10.02 of the Grievance and Arbitration Article of this Agreement.
- 3.5** The Union will ~~inform~~ the Company in writing of the name of the Steward and ~~of~~ any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has ~~been~~ received.
- 3.6** The Company will notify the Union by telephone (to be followed in writing) or telegram prior to the suspension or discharge of a steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.
- 3.7** For the purpose of lay-off and the day to day allocation of work (not job bids or vacation), the Chief Steward shall be established on the seniority list as "Second Man".
- 3.8** For the purpose of processing specific grievances or disputes, Business Representatives shall have access to pertinent records on the employee relating to the grievance. Such pertinent Company records will be made available immediately during the office hours ~~of~~ the Company.
- 3.9** The Company agrees to pay any and all members of the bargaining unit (maximum ~~two~~ (2) persons), while they are attending negotiations, their regular wage rate for any hours they would have normally worked. The Company and

the Union shall meet prior to negotiations to establish the number of bargaining unit employees that will be allowed to attend exclusive of overtime provisions.

#### ARTICLE 4 – UNION ACTIVITY

- 4.1 The Union agrees that, except with the consent of the Company, no agent or official of the Union shall engage in Union activities with any non-unit employee during working hours of such employee.
- 4.2 Authorized agents of the Union shall have access to the Employer's establishment during working hours to deal in the administration of the Agreement provided there is no interruption of the Employer's work.

#### ARTICLE 5 – BULLETIN BOARDS

- 5.1 The Company agrees to permit posting of any notices of Union Meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose, provided they are authorized and signed by an Officer of the Local Union.

#### ARTICLE 6 – MANAGEMENT FUNCTIONS

- 6.1 The Union acknowledges that the Employer has the exclusive right to manage the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, has the right to maintain order, discipline and efficiency, and to hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for proper cause. The Union further agrees that there will be no Union activity whatsoever during working hours, except that which is permitted pursuant to the terms of this Agreement.

#### ARTICLE 7 – TEMPORARY HELP

- 7.1 The Company shall have the right to use temporary employees to cover operations for situations such as vacation relief. It is agreed that any such temporary employees shall be obligated to pay dues to the Union in accordance with Article 2 of this Agreement and shall receive the rate of pay for probationary employees. The Employer will not use temporary help to circumvent the hiring of permanent employees. No regular employee shall be deprived of his normal hours of work through the use of temporary help. Laid off employees will be given the first opportunity to perform temporary work and they shall be entitled to regular call in guarantee.

## ARTICLE 8 – SUPERVISORS

- 8.1 Names of persons in authority will be posted and maintained on a Bulletin Board. Supervisors will not normally perform bargaining unit work except where ~~necessary to maintain orderly operations in cases such as emergencies.~~

## ARTICLE 9 - NON-DISCRIMINATION

- 9.1 No person shall be refused employment or in any manner discriminated against in accordance with the Canadian Bill of Rights.

## ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion in the treatment of employees by supervision, contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievance promptly, through the following steps:

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date the alleged violation of the Agreement or from the date the alleged violation became known to the grievor, but, in no case, more than thirty (30) days. The seven (7) days and thirty (30) days limitation provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare or OHIP premiums where such premiums or contributions have not been paid in line with the provisions of this Agreement. Nor, shall the limitation apply to laid-off employees claiming that they have not been recalled in line with the provisions of Article 12. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

- 10.2 Failing settlement at the above step, the Branch Manager will render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision within seven (7) days from the date the grievance was referred to him.
- 10.3 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement and, by such notification,



arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited Principal Officer of the Local union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a single impartial Arbitrator,

- ~~10.4 Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and general holidays excluded) from the time of the discharge or suspension.~~
- 10.5 Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a single impartial Arbitrator, as outlined below.
- 10.6 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of:
- (a) an Employee grievance within seven (7) days after the General Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 10.02.
  - (b) a Company grievance within seven (7) calendar days after the meeting with the Union Representative.
  - (c) a Union grievance within seven (7) calendar days after the meeting with the Company Representative.
- 10.7 A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's suggested Arbitrator or names of persons from whom the Arbitrator can be selected. In the event that the other party does not agree with the name or names of the person or persons suggested, the other party must, within fourteen (14) calendar days of this receipt of the notice to arbitrate, submit to the other party its suggestion or suggestions as to the choice of an Arbitrator. In the event that the parties are unable, within thirty (30) days from the exchange of names proposed, to agree upon the selection of an Arbitrator, either party may request that such appointment be made by Human Resources Development Canada.
- 10.8 Notwithstanding the Arbitration provisions in the Collective Agreement, the parties may, by mutual agreement, submit any grievance to the Ontario Provincial Grievance Panel for resolution.
- 10.9 Arbitrator shall not have the right to alter or change any provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.
- 10.10 The parties hereto will equally bear the fees and expenses of the Arbitrator.
- 10.11 All monetary settlements that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the

employee's regular cheque shall be accompanied by a written statement outlining the amount of grievance settlement involved.

**10.12** Any employee covered by this Agreement, when called into the Company's office ~~for any discussion which may result in disciplinary action or a grievance, shall, upon request, be accompanied by a Steward or Business Representative.~~

**10.13** Employee grievances, once submitted in writing, shall not be withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

## **ARTICLE 11 – STRIKES, LOCK-OUTS AND PICKET LINES**

**11.1** During the term of this Agreement there shall be no lockout by the Company nor any strike, sit-down, work stoppage or suspension of work, either complete or partial for any reason, by the employees or the Union.

**11.2** Employer acknowledges the right of the employees to recognize and refuse to cross a lawful picket line.

**11.3** The Union recognizes the right of the Employer to protect its business and the property of its customers.

**11.4** Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket activity and that the Company will notify the Union if, in its opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees, or the Union.

**11.5** In such cases, a meeting will be held immediately in order to mutually agree on a policy. In the event the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

## **ARTICLE 12 – SENIORITY**

**12.1** Seniority shall mean the length of continuous service with the Company from the date of last employment and the purpose of seniority is to provide guidelines governing lay offs and recalls.

(a) In the event of a lay-off, the Employer shall consider:

(i) The employee's seniority within his classification, and

(ii) The qualifications of the employee and where the qualifications are relatively equal the employee's seniority shall be the determining factor.

(b) For the purposes of seniority dealing with lay-offs and recalls, the employees shall be divided into three (3) classifications, those being Solid Waste Drivers, Recycling Drivers and M.S.W. Drivers.

**12.02** Seniority lists containing the name, seniority date of employees and system(s) the employee is qualified to operate will be prepared and posted in the terminal ~~every three (3) months on the bulletin board with sufficient copies for Stewards and the Union.~~

**12.03** The probationary period for all new employees shall be on a basis of seventy-five (75) calendar days during which period the Union will not question the dismissal or lay-off nor shall there be any recourse to the Grievance Procedure for the Union or the probationary employee. The Company shall not discharge an employee for the purpose of forcing an additional probationary period.

**12.04** It shall be the duty of the employee or laid off person to notify the Company office promptly, in duplicate in writing, or any changes of address or telephone number. Such notice shall be signed by the employee and the management official who receives it shall sign the copy to be retained by the employee. If an employee or laid off person shall fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records or telephone to the telephone number which appears on the Company's personnel records shall be conclusively deemed to have been received by the employee or laid off person.

**12.05** Employees promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a ~~six~~ (6) month period only. If demoted, for any reason, or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he be discharged while serving in a supervisory position outside the bargaining unit and beyond the jurisdiction of this Agreement.

**12.06** An employee's employment shall be terminated for any of the following reasons:

- (a) an employee voluntarily quits;
- (b) an employee is discharged for good and sufficient cause as provided by Company rules;
- (c) an employee overstays a leave of absence without notifying the Company and being properly excused;
- (d) an employee takes employment during a leave of absence without obtaining prior permission of the Company;
- (e) an employee gives false reasons for obtaining a leave of absence;
- (9) an employee is laid off and not recalled or is otherwise absent from work due to illness or injury for a period extending beyond three (3) years;
- (g) an employee retires or is retired.

**12.07** It is understood and agreed that persons who are laid off are not entitled to the benefits of this Agreement, except as elsewhere provided, except to be recalled in the event of an increase in the work load in accordance with the recall

provisions of this Agreement. When the employee cannot be contacted, or is employed elsewhere, the Employer will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of the notification to report for duty.

**12.08 It is understood and agreed by and between the parties hereto that there are separate seniority lists for employees at the Company's locations covered by this Agreement and that employees at one location shall have no rights either superior or inferior to those at the other location. For example, an employee at one location may not displace a junior employee at another location for any reason whatsoever including to avoid lay-off.**

### **ARTICLE 13 – JOB BIDDING**

**13.01** There shall be a job bid once each year, where the employees will be allowed, in accordance with their seniority, to bid for the system of their choice in the Solid Waste Drivers Classification.

**13.02** All systems in the Solid Waste Drivers Classification, including starting times, will be posted on the bulletin board the first Monday of November and will remain on the board for seven (7) consecutive days, on which employees shall indicate their first, second and third preference for systems. The results of the bid will be posted on the bulletin board by the 15th of November, and the employees will start to work on their choice of jobs on the first Monday of December. The Company agrees to follow the individual posting at all times. The Union agrees that the Company has the right to move qualified junior personnel from one system to another in such cases of absenteeism, holidays and vacation periods. The Company undertakes to train new employees in all driving operations as soon as reasonably possible provided the employee has the required qualifications.

**13.03** Each employee will remain on his bid until the following December, unless:

- (a) a permanent vacancy is determined to exist by the Company which will be posted for seventy-two (72) hours, and will be bid for by seniority. The Company shall fill any vacancy created by the filling of a permanent vacancy in its discretion;
- (b) a temporary vacancy of over thirty (30) days duration is determined to exist by the Company, in which case the provisions of subparagraph (a) shall apply.

**13.04** It is understood and agreed that an employee must be fully qualified to operate the systems on which he bids.

## ARTICLE 14 – HOURS OF WORK AND OVERTIME

- 14.1** The normal work week for Drivers in the Solid Waste Classification shall be forty-four (44) hours, Monday through Saturday. Monday shall be the first day of their work week. ~~Senior Drivers shall have preference in working the first six (6) days of the week.~~
- 14.2** The first forty-four (44) hours of work in the Solid Waste Classification and Recycling Classification shall be at straight time rates and any additional time worked shall be at time and one-half (1%). Seniority shall be the determining factor on all overtime hours worked.
- 14.3** Employees shall be paid at time and one-half (1%) their regular straight time hourly wage rate for all hours worked on the sixth (6th) consecutive day worked during a work week. The Company shall have the right to require overtime work from junior employees. There shall be no duplicating and/or pyramiding of overtime pay.
- 14.4** Holidays paid for and not worked shall be counted as nine (9) hours worked only for the purpose of computing overtime.
- 14.5** Any hourly rated employee called in to work will receive minimum pay for such day as outlined below, provided he remains on the job for such period if required by the Employer:
- Saturday, Sunday and Holidays, for which overtime is paid   **4** hours  
Monday to Friday, other than Holidays   **6** hours
- 14.6** The Company will post a notice each Wednesday for Employees to sign if they wish to work Saturday which will be honoured on a seniority basis.
- 14.7** If further employees are required the Company will go down the seniority list on a voluntary basis and then from the bottom of the seniority list up on a mandatory basis.
- 14.8** All work performed past **11:59 p.m.** on Saturday shall be paid for at double time the regular rate.

## ARTICLE 15 – MISCELLANEOUS TIME OFF

- 15.01** Employees will be allowed time off to vote in the Federal, Provincial or Municipal elections, in accordance with the appropriate statute.
- 15.02** Employees will be allowed a fifteen (15) minute coffee break in the first one-half shift, and fifteen (15) minute coffee break in the second one-half of the shift, without loss of pay,
- 15.03** Each employee will take a one-half (½) hour unpaid lunch break to be taken between the fourth (4th) and sixth (6th) hour of his shift.

**15.04** The Company will pay the prevailing hourly rate to any employee compelled to attend any meeting with the Company.

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**ARTICLE 16 – PAY DAY**

**16.1** Pay day shall be not later than **10:00 a.m.**, each Thursday or **10:00 a.m.** Friday in any week in which a general holiday falls.

**ARTICLE 17 – ATTENDANCE BONUS**

**17.1** Employees with perfect attendance on scheduled work days during the month shall receive an attendance bonus equal to three (3) hours pay. The employee may either receive such bonus or may allow it to accumulate; withdrawing such accumulated amounts at employee's discretion.

**17.2** When an employee has accumulated eighteen (18) hours or more, he will be paid on a separate cheque.

**17.3** Time off for vacation, temporary work shortage, bereavement and birthday will not be counted against the attendance bonus.

**ARTICLE 18 – GENERAL HOLIDAYS**

**18.1** The following general holidays will be observed:

New Year's Day	Dominion Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Victoria Day	Labour Day	Employee's Birthday
	Thanksgiving Day	

An Employee's Birthday cannot be celebrated in a holiday week and will be taken the following week. In the event Heritage Day is proclaimed a statutory holiday it shall be added to the list above.

**18.2** Employees shall be paid nine (9) hours at their regular hourly rate for the above listed paid holidays providing:

- (i) they have been employed for seventy-five (75) calendar days immediately preceding the holiday;
- (ii) they have not been laid off or off work due to illness or injury for a period longer than thirty (30) days prior to the holiday;
- (iii) they have not been absent without permission on their normal shifts preceding and following the paid holiday.

- 18.3 Employees required to work on a paid holiday will be paid at the rate of time and one-half **(1%)** their regular hourly rate for all hours worked in addition to the holiday pay.
- 18.4 Senior employees shall be given the first opportunity to work on paid holidays. ~~However, they shall have the right to decline work, provided a sufficient number of junior qualified employees are available.~~
- 18.5 If a paid holiday as listed above falls within an employee's annual vacation, he shall be paid a day's pay for such holiday in addition to the employee's annual vacation pay, or be allowed to take another day off with pay, whichever he/she chooses, on a day mutually agreed upon.

#### ARTICLE 19 – VACATIONS

- 19.1 Employees who leave the employment of the Employer with less than twelve (12) months employment shall receive vacation pay in accordance with the Employment Standards Act of Ontario.
- 19.2 Employees who have completed twelve **(12)** months of employment with the Employer shall receive **two (2)** weeks' vacation with vacation pay computed at four per cent (4%) of the employee's pay for all work done by him in the year for which vacation is given.
- 19.3 Employees who have completed five (5) years of employment with the Employer shall receive three **(3)** weeks' vacation with vacation pay computed at six per cent (6%) of the employee's pay for all work done by him in the year for which vacation is given.
- 19.4 Employees who have completed eleven **(11)** years of employment with the Employer shall receive four (4) weeks' vacation with vacation pay computed at eight per cent (8%) of the employee's pay for all work done by him in the year for which vacation is given.
- 19.5 Employees who have completed eighteen **(18)** years of employment with the Employer shall receive five (5) weeks vacation with vacation pay calculated at ten per cent (10%) ,ofthe employee's pay for all work done by him in the year for which vacation is given.
- 19.6 "Pay for all work done by him" as used in the preceding clauses is as defined in the Employment Standards Act, and the Regulations there under.
- 19.7 The vacation schedule shall be posted by February 1st each year and each employee, in order of his seniority, shall be allowed to bid for his choice of vacation period. Vacations, in consecutive weeks, may be taken as follows:

Three **(3)** weeks may be taken during the period from May to October.

The employee's **full** vacation time may be taken during the period from October to April in consecutive weeks subject to the following:

In the event the Company determines that the number of employees desiring a vacation at any one time would interfere with its operation, it shall award the desired vacation time to competing employees in order of seniority.

19.8 An employee's vacation week(s) will start at the end of his work day the Friday prior to his vacation week(s) and will continue until his scheduled starting time the Monday following his vacation week(s).

19.9 Time off requests will be answered within three (3) working days.

#### ARTICLE 20 – BEREAVEMENT PAY

20.1 In the event of the death of an employee's spouse or child, they will be entitled to five (5) days off with pay.

20.2 In the event of a death in the immediate family, i.e., Mother, Father, Sister, Brother, Sister-in-law, Brother-in-law, Step-Child, Grandparents, Step-parent, Mother-in-law, Father-in-law, an employee will be given the necessary time off work to attend the funeral and will be paid three (3) days' pay, provided that the period between the day of death and the funeral are working days. In the event of the death of an employee's Grandparent-in-law, he shall be granted one (1) day off with pay. The Company will grant a leave of absence without pay if the employee requires additional time off up to a maximum leave of one (1) week.

#### ARTICLE 21 – CROWN WITNESS – JURY DUTY

21.1 If an employee is required to serve on jury duty or is a crown witness on a normal scheduled working day, the Company agrees to pay, as jury duty/crown witness pay, the equivalent of nine (9) hours' pay at the employee's regular straight time rate, less the amount of jury duty/crown witness pay received.

21.2 In order to be eligible for the jury duty pay, or crown witness pay, an employee must promptly notify the Company upon receipt of a summons to serve on jury duty or as crown witness and must promptly notify the Company within one (1) hour following release from jury duty or as a crown witness. The Company may require proof of service on jury duty or as a crown witness including information as to the time of release. It is understood that if the employee is released from said duty at a time not within the working hours of the Company, he shall not be required to notify the Company until no later than one (1) hour before his usual starting time of his next usual shift.

#### ARTICLE 22 – LEAVES OF ABSENCE

22.1 Any employee desiring a leave of absence for personal reasons may, at the option of the Employer, be granted such leave for a period of time not to exceed



thirty (30) days. The approval of a leave of absence shall be in writing. Leaves of absence in excess of thirty (30) days or an extension to an existing leave that will exceed a total of thirty (30) days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is approved ~~in writing by both. The Employer shall be under no obligation to an employee on such a leave of absence except to return him to work at the expiration thereof in~~ accordance with his seniority.

- 22.2 Upon receiving two (2) weeks' advance written request from the Union, the Company agrees to grant a leave of absence to an employee to work with the Local Union. No more than one (1) employee shall be on a leave of absence to work with the Local Union at any one time. Such employee shall continue to retain and accumulate seniority. Any such leave of absence shall be revocable upon seventy-two (72) hours' notice to the Employer.

### ARTICLE 23 – HEALTH AND WELFARE

- 23.1 The Employer, for each employee who has completed seventy-five (75) calendar days of employment, shall provide and pay the total cost of the following benefit plans, or their equivalents, on behalf of any said employee and his or her eligible dependents:

- (a) Ontario Health Insurance Plan (O.H.I.P.)
- (b) Ontario Blue Cross Plan
- (c) Green Shield Plan that will provide:
  - (i) Prescription Drug Plan 3
  - (ii) Dental Plan 44
  - (iii) Eyeglasses @ \$150.00 per person, every twelve (12) month period.

- 23.2 For each employee who has completed seventy-five (75) calendar days of employment, the Employer shall provide and pay the full cost of the following benefits or their equivalents:

- (a) **\$20,000** Life Insurance benefit
- (b) **\$20,000** Accidental Death and Dismemberment benefit
- (c) In the event an employee is disabled necessitating his or her absence from work as a result of a non-occupational injury or illness not covered by the Workers' Compensation Act, the Employer will provide said employee a weekly benefit of three hundred and eighty-four dollars (\$384.00) per week or the equivalent of U.I.C., whichever is the greater for a maximum of twenty-six (26) weeks commencing with the sixteenth (16th) week of said absence from work. In cases of illness or injury, the Company agrees to lend an employee an amount up to that which the Company would be required to pay that employee if he quit, in order to assist the employee until the employee receives his first (1st) U.I.C. cheque, at which time the

employee shall reimburse the Company for all monies received from the Company.

The employee shall sign a form supplied by the Company containing a ~~direction to deduct this amount from any monies owing the employee before being entitled to receive such payment from the Company.~~

- 23.3 To be eligible for the benefits as set out in 23.01 and 23.02 above, an employee must:
- (a) have not been laid off for a period longer than three (3) months;
  - (b) have not been absent due to sickness or injury for a period longer than three (3) months;
  - (c) have been in the employ of the Company for seventy-five (75) days.

23.04 The premiums shall be paid on or before the tenth (10th) day of the following month. Where the Company fails to submit a premium in accordance with the above, the Company will assume responsibility for all medical costs and benefits, as provided for by the Health and Welfare Plan then in effect, for each employee for whom a premium has not been paid.

#### ARTICLE 24 – PENSION

24.1 All employees of the Company who have completed their probationary period as at January 1, 1998, will be enrolled in the BFI Pension Plan for Canadian Employees ("the Plan"), effective that date. All employees hired after January 1, 1998, will be enrolled in accordance with the eligibility requirements of the Plan.

#### ARTICLE 25 – MEDICAL EXAMINATIONS

25.1 Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may if, in its opinion, thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

25.2 When a medical examination is required by the Company, the following conditions shall apply:

- (a) If an employee takes a medical examination during his working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

- (b) If the medical examination is taken after working hours, the employee shall be paid fifteen dollars (\$15.00) for the time involved and, in such cases, shall receive at least two (2) days' notice prior to the appointment with the doctor.
- (c) **In all cases employees** shall be supplied a copy of the medical report. No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.
- (d) In the event the company elects to have the employee examined in another city which is not adjacent to his home community he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

#### ARTICLE 26 – EQUIPMENT AND SAFETY

- 26.1 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles that are not in a safe operating condition and not equipped with safety equipment required by law. It should be the duty of employees to **report** promptly in writing to the Company all defects in equipment and it shall be the duty of the Company to maintain all vehicles in a safe operating condition. The determination of as well as the responsibility for all decisions with respect to the condition of equipment shall rest with the Company's maintenance supervisor.
- 26.2 All Company trucks shall be equipped with adequate heaters, defrosters, windshield wipers and windshield washers.
- 26.3 It is recognized and agreed that employees must attend such safety courses and meet such safety requirements as specified by the Company from time to time such as the Defensive Driving School, Commercial Driver Improvement Courses and periodic safety meetings. It is also recognized and agreed that the Company reserves the right to institute and/or change safety incentive programs from time to time.
- 26.4 It is recognized and agreed that employees, as a condition of continued employment, must wear and/or utilize any safety gear or equipment specified and required by the Company. Any safety gear or equipment which is furnished to an employee by the Company shall be the responsibility of the employee. In the event of loss or damage to any such equipment or gear, it shall be the employees' obligation to purchase a replacement item which the Company will make available to the employee at its cost.
- 26.5 Employees are required to wear at all times while working safety shoes approved by the Company. The Company shall purchase and provide each employee **two (2)** pairs of safety shoes once each year.

- 26.6 It is recognized and agreed that it is the duty and obligation of each employee to keep his equipment in a clean and neat manner and to insure that equipment such as lights, tires, water and oil is in proper working order.
- ~~26.7 The Company will give any employee who requests it the opportunity to train on any and all systems operated by the Company. The time for such training will be mutually agreed upon by the Employer and the employee.~~
- 26.8 The Company will allow each Driver sufficient time off to a maximum of two (2) hours to write their license qualification without loss of wages.

#### ARTICLE 27 – UNIFORMS

- 27.1 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 as per Company policy letter or any other employee required to work in inclement weather.

#### ARTICLE 28 – BONDING

- 28.1 Should the Company require an employee to post bond, the premium charge shall be paid by the Company. The primary obligation to procure the bond shall rest with the Company and if it cannot arrange bond for an employee within thirty (30) days, it must so notify the employee in writing. Failure to notify the employee shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard bond premiums only to be paid by the Company. A standard bond premium shall be that premium paid by the Company for all bonds for all other employees in a similar classification. Any excess bond premium charge is to be paid by the employee. Where the Company whose employees are not bonded, institutes a bonding condition during the term of this Agreement, the inability of any employee who has attained seniority to secure a bond shall not be cause for discharge.

#### ARTICLE 29 – MERGERS

- 29.1 If the Employer acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged, the seniority of all employees will be dovetailed.

#### ARTICLE 30 – COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) or OPERATIONS

- 30.1 In the event of a complete or partial closure of a terminal or other place of the Company's operations covered by this Agreement and the work is moved to another location or locations under the jurisdiction of the signatories to this

Agreement, the Company will give the Union sixty (60) days written notice of such closure. During this sixty (60) day period, the Company will meet upon request with the Union to outline the reasons for the closure. Where a closure is effected in accordance with the above, the affected employees may bid **according to their seniority and qualifications to move to the location to which the work is being moved. Any employee who is laid-off as a result of the complete or partial closure will be given thirty (30) days' notice of such lay-off or pay in lieu thereof or such greater amounts as provided by statute.**

- 30.2 Personnel moving under the conditions of this Article will retain their seniority at the location from which they have moved and, in the event the work is moved back to the original location within twelve (12) months from the date of their original move, must return to their original location. If such work is moved back to the original location after twelve (12) months, but within thirty-six (36) months from the date of their original move, such employee may elect to remain at his existing location or return to his original location.
- 30.3 The Employer shall have the sole authority for the allocation of work for employees moving under the conditions of this Article until the date of the next annual job bid.
- 30.4 Notwithstanding the foregoing, should a conflict arise between the application of this Article and the section of the Seniority Article dealing with the Company's locations covered under this Collective Agreement, the latter shall govern.

#### ARTICLE 31 – RULES AND REGULATIONS

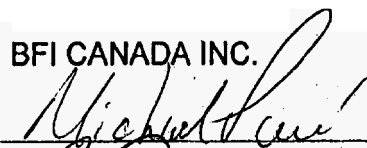

31.1 Appendix B, attached hereto, is an integral part of this Agreement.

#### ARTICLE 32 – TERMINATION

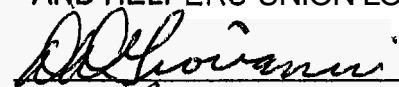

- 32.1 This Agreement shall become effective on the 1st day of May, 2007, and shall remain in full force and effect until the 30th day of April, 2010, and from year to year thereafter, unless notice of amendments by either party is given in writing, by registered mail, within a period of ninety (90) days of the expiration date.
- 32.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.
- 32.3 This Agreement shall be binding upon the parties hereto, their successors, administrators, assigns and executors.

SIGNED this 6 day of Feb, 2008.

BFI CANADA INC.

TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN  
AND HELPERS UNION LOCAL NO. 880

## INCENTIVE PAY SCHEDULE

### Erie/St. Clair District

The objective of an "Incentive pay schedule" is not to pay the **employee less**, but to encourage and pay for better productivity. This plan can align the Company's and the employee's best interest. Although employees make more money on the plan, the Company has less investments due to less routes.

The Goal of the "Incentive Pay Schedule" should be:

1. Equity must be profitable
  - (a) Must generate increased profitability
  - (b)** Must be simple and understandable
  - (c) Must promote safety
  - (d) Must promote customer service
  - (e) Must ensure driver accountability.

Where the District has seen many positive changes in the last several years, we have also experienced many negative trends. Incentive pay schedules ensure that the Company and its employees remain efficient and therefore secure.

**SCHEDULE " A – WAGERATES**

**Hourly Classifications  
Windsor/Chatham**

	<b>April 30, 2007</b>	<b>April 30, 2008</b>	<b>April 30, 2009</b>
<b>Utility Driver</b>			
<b>Container Delivery</b>	<b>18.89</b>	<b>18.89</b>	<b>18.89</b>
<b>Toter Collection</b>	<b>18.89</b>	<b>18.89</b>	<b>18.89</b>

FRONT END LOADER SYSTEM

**WINDSOR**

	April 30, 2007	April 30, 2008	April 30, 2009
Downtime	\$18.27	\$18.27	\$18.27
Per Container	1.57	1.57	1.57
Day Rate	18.27	18.27	18.27
Day Rate - Rural	42.63	42.63	42.63
Disposal Trips Windsor	21.92	21.92	21.92
Daily Guarantee	164.42	164.42	164.42
6th shift	No Incentive – 1.5 times hourly rate		
Paid Holiday, Bereavement Pay, Jury Duty, etc.	164.42 (18.27*9)	164.42 (18.27*9)	164.42 (18.27*9)
Paid Meeting with Company	18.27/hr	18.27/hr	18.27/hr
All verified downtime paid at: provided the employee properly notifies the Company when a mechanical downtime occurs and reports the problem on his Vehicle Condition Report.	18.27/hr	18.27/hr	18.27/hr
All front end loader cardboard collection routes will be Paid on the same scales as the solid waste routes, except for the day rate.			
North Colchester Disposal Trip	37.84	37.84	37.84
Ridge Disposal Trip	46.00	46.00	46.00



FRONT END LOADER SYSTEM

CHATHAM

	April 30, 2007	April 30, 2008	April-30, 2009
Downtime	\$18.27	\$18.27	\$18.27
Per Container	1.57	1.57	1.57
Day Rate - Rural	42.63	42.63	42.63
Daily Guarantee	164.42	164.42	164.42
6th shift	No Incentive – 1.5 times hourly rate		
Paid Holiday, Bereavement Pay, Jury Duty, etc.	164.42 (18.27*9)	164.42 (18.27*9)	164.42 (18.27*9)
Paid Meeting with Company	18.27/hr	18.27/hr	18.27/hr
All verified downtime paid at: provided the employee properly notifies the Company when a mechanical downtime occurs and reports the problem on his Vehicle Condition Report.	18.27/hr	18.27/hr	18.27/hr
All front end loader cardboard collection routes will be paid on the same scales as the solid waste routes, except for the day rate.			
Disposal Ridge	27.73	27.73	27.73
Tilbury Disposal	18.26	18.26	18.26
OCC Windsor CWS	46.00	46.00	46.00

## ROLL OFF SYSTEM

Roll off hauls are designated by zones which represent the time and distance from the disposal site. Maps are enclosed which highlight the zones.

### Essex/Windsor

		April 30, 2007	April 30, 2008	April 30, 2009
Downtime		18.27	18.27	18.27
<b>Zone 1 - Haul (Yellow)</b>		25.58	25.58	25.58
Zone 1 - Delivery		13.40	13.40	13.40
<b>Zone 2 - Haul (Blue)</b>		34.10	34.10	34.10
Zone 2 - Delivery		17.05	17.05	17.05
<b>Zone 3 - (Pink)</b>	1st Haul	38.38	38.38	38.38
	for additional hauls while in Zone 3	25.28	25.28	25.28
Zone 3 -	1st Delivery	19.19	19.19	19.19
	for additional deliveries while in Zone 3	13.40	13.40	13.40
Ridge		64.56	64.56	64.56
Inner City		18.27	18.27	18.27
Day Rate		16.72	16.72	16.72
Compaction Units		4.87	4.87	4.87
Daily Guarantee		164.42	164.42	164.42
6th Shift		No Incentive-- 1.5 times hourly rate		
Paid Holidays, Bereavement Pay, Jury Duty, etc.		164.42 (18.27*9)	164.42 (18.27*9)	164.42 (18.27*9)
All compaction units add		4.87 per haul	4.87 per haul	4.87 per haul

**ROLL OFF SYSTEM**

Chatham

	April 30, 2007	April 30, 2008	April 30, 2009
Verified Downtime paid at: provided the employee properly notifies the Company when a mechanical downtime occurs and reports the problem on his Vehicle Condition Report	18.27	18.27	18.27
Zone 1 - Haul	24.36	24.36	24.36
- Delivery	18.27	18.27	18.27
Zone 2 - Haul	38.68	38.68	38.68
- Delivery	20.71	<b>20.71</b>	20.71
<b>Zone 3</b> - Haul	46.28	46.28	46.28
<b>Delivery</b>	24.36	24.36	24.36
Zone 4 - Haul	74.92	74.92	74.92
- Delivery	26.79	26.79	26.79
Zone 5 - Inner City Haul	18.27	18.27	18.27
Zone 6 - Navistar to Windsor per haul	64.56	64.56	64.56
Chatham to Tilbury Zone 1	24.36	24.36	24.36
Blenheim to Tilbury Zone 1	24.36	24.36	24.36
Compaction Units	4.87	4.87	<b>4.87</b>
Daily Guarantee	164.42	164.42	164.42

REAR END LOADER SYSTEM

	April 30, 2007	April 30, 2008	April 30, 2009
Downtime	14.61	14.61	14.61
Per Tonne –Waste	2.71	2.71	2.71
Daily Guarantee	115.00	115.00	115.00
6th Shift	<b>No Incentive-- 1.5 times hourly rate</b>		
Paid Holiday, Bereavement Pay, Jury Duty, etc.	108.21	108.21	108.21
Paid Meetings with Company / hour	14.61	14.61	14.61
All verified downtime paid at: provided the employee properly notifies the Company when a mechanical downtime occurs and reports the problem on his Vehicle Condition Report	14.61	14.61	14.61

- a The municipal solid waste collection crew is ~~two~~ drivers alternating the driving and loading duties.
  
- a **Should a** "pitch-man" only be utilized, his daily guarantee shall be **\$94.48/day** (\$12.26/hr.) plus the incentive/tonne collected.

SIDE LOADER COLLECTION SYSTEM

Curbside Blue Box and IC&I Collection  
Chatham

	April 30, 2007	April 30, 2008	April 30, 2009
Daily Guarantee	<b>118.24</b>	<b>118.24</b>	<b>118.24</b>
Incentive/Tonne	<b>13.63</b>	<b>13.63</b>	<b>13.63</b>
<b>6th Shift</b>	<b>No Incentive – 1.5 times hourly rate</b>		
Paid Holiday, Bereavement Pay, Jury Duty, etc.	<b>131.49</b>	<b>131.49</b>	<b>131.49</b>
	<b>(14.61*9)</b>	<b>(14.61*9)</b>	<b>(14.61*9)</b>
Paid Meetings with Company	<b>14.61</b>	<b>14.61</b>	<b>14.61</b>
All verified downtime paid at: per hour provided the employee properly notifies the Company when a mechanical downtime occurs and reports the problem on his Vehicle Condition Report.	<b>14.61</b>	<b>14.61</b>	<b>14.61</b>

Notes:

1. Incentive employees who work in excess of forty-four (**44**) hours per week shall be paid the greater of
  - (i) (The daily guarantee times the number of days worked) plus (the number of hours over forty-four times **1.5**) or
  - (ii) Payment under the incentive plan for the week.

The day rate is not to be counted in performing the calculation in (i) above.
2. Incentive to be calculated daily.
3. All probationary employees will be paid their appropriate hourly rate minus **\$0.50/hour**. No incentive will be applied until the completion of their probationary period.

Residential Drivers, Rear End Loader and Side Loader shall receive a One Thousand Dollars (\$1,000.00) in lieu of retro pay.

Commercial Drivers shall receive a Five Hundred Dollar (\$500.00) signing bonus that is to be paid on the next pay period after ratification.

All employees shall receive a bonus of one percent (1%) of their T4 gross earnings (which will include both vacation pay and attendance bonus) for the following years:

January 1, 2008 to December 31<sup>st</sup>, 2008; and  
January 1, 2009 to December 31<sup>st</sup>, 2009

The one percent (1%) bonus will be based on their T4 gross earnings if the employee was employed from the 1<sup>st</sup> day of January in that year. This bonus will be paid in March. In the event that an employee is terminated they shall receive one percent (1%) of their gross earnings for that year.

## APPENDIX "B" -- RULES & REGULATIONS

For disciplinary measures all infractions of Rules and Regulations shall be removed from the employee's record after twelve (12) consecutive months.

Nothing in these rules and Regulations shall deprive employees of the right to challenge a penalty through the regular grievance machinery. Existing Company rules and penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

Any employee requested to sign for the receipt of an accident report may be accompanied by a Steward.

All penalties and reprimands must be issued to the employee within five (5) working days from the time the infraction became known, with a copy to the Local Union and a copy to the Steward, otherwise the penalty or reprimand will be considered null and void.

In order to advise you what the Company expects in respect to attitude and conduct, this set of rules has been drawn up for your guidance.

It is not intended that this set of Rules and Regulations will cover every contingency. Consequently, where a subject is not dealt with specifically, common sense, good judgment, courtesy and fairness must be exercised by all concerned.

All employees are hired on a probationary basis, pending satisfactory outcome of investigations of work records and personal history.

Complete observance of all law and by-laws and penalties for infractions thereof shall be the full responsibility of the employee except where he has been given specific instructions in writing to the contrary by a member of management.

### **SECTION 1. PASSENGERS**

No driver shall be permitted to allow anyone to ride in his truck except employees of the Company on duty except by written authorization of the Employer.

1st offense - Subject to Dismissal

### **SECTION 2. ACCIDENTS**

Accidents for which the employee is at fault, or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from "REPRIMAND" to "DISMISSAL" according to the seriousness of the accident, the degree of negligence or carelessness, and/or frequency of accidents.

Failure to report all accidents as soon as possible in accordance with Company-posted instructions will result in the employee being subject to dismissal.

Employees involved in accidents will be notified by the Company whether the accident was a chargeable or non-chargeable accident within thirty (30) days after the last day of the month in which the accident occurred.

### SECTION 3. EQUIPMENT

A. Tampering with tachograph, governor or other safety devices:

#### SUBJECT TO DISMISSAL

Operating power equipment with radiator or grille covered or obstructed with unauthorized coverings:

1st offense	-	Subject to three (3) days off
2nd offense	-	Subject to dismissal

B. Excess idling of equipment with PTO engaged or travelling with PTO engaged:

1st offense	-	Reprimand
2nd offense	-	One (1) day off
3rd offense	-	Three (3) days off
4th offense	-	One (1) week off
Subsequent offenses	-	Subject to Dismissal

C. Failure to ensure that units are properly hooked-up and locking devices engaged and trailer support fully raised:

1st offense	-	One (1) day off
2nd offense	-	One (1) week off
3rd offense	-	Subject to Dismissal

D. Intentionally operating equipment with tire pressure too low:

1st offense	-	Reprimand
2nd offense	-	One (1) day off
3rd offense	-	Three (3) days off
Subsequent offenses	-	Subject to Dismissal

E. Failure to ensure that power equipment is properly serviced for gasoline, oil and water and that all tire pressures are checked before leaving the terminal when and where required by the Employer:

F.

1st offense	-	One (1) day off
2nd offense	-	One (1) week off
3rd offense	-	Subject to Dismissal



**G.** Failure to keep interior free of all refuse while on duty:

1st offense	--	reprimand
2nd offense	--	One (1) day off
3rd offense	--	Subject to Dismissal

**H.** Failure to report mechanical defects in equipment, if known:

1st offense	--	One (1) day off
2nd offense	--	One (1) week off
3rd offense	--	Subject to Dismissal

**I.** Unauthorized use of Employer-owned equipment:

1st offense	--	Subject to Dismissal
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**SECTION 4. CONDUCT AND BEHAVIOUR**

**A.** Use, possession or being under the influence of intoxicants or illegal stimulants from the commencement of a tour of duty until its conclusion or on the Employer's property:

1st offense	--	Subject to Dismissal
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**B.** Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

**C.**

1st offense	--	One (1) week off
2nd offense	--	Subject to Dismissal

**D.** Theft, dishonesty, or wilful damage:

1st offense	--	Subject to Dismissal
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**E.** Discourtesy to a customer (subject to investigation):

<b>1st offense</b>	--	<b>One (1) day off</b>
2nd offense	--	One (1) week off
3rd offense	--	Subject to Dismissal

**F.** Mishandling or abuse of any Employer's equipment or property according to the degree of negligence or carelessness: (The determination in respect to any-abuse, mishandling or improper operation of any equipment shall rest with the senior qualified supervisor.)

1st offense	--	Three (3) days off
2nd offense	--	Subject to Dismissal

**G.** Failure to obey instructions of authorized personnel (names of persons in authority will be posted):

1st offense	-	Three (3) days off
2nd offense	-	Subject to Dismissal

**H.** Flagrant disobedience of orders of authorized personnel:

1st offense	-	Subject to Dismissal
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**I.** Failure to make proper collections:

1st offense	-	Reprimand
2nd offense	-	One (1) day off
3rd offense	-	Three (3) days off
4th offense	-	Subject to Dismissal

**J.** Failure to follow rules, regulations and policies pertaining to normal preventive procedures on proper truck operation. (Such rules, regulations and policies are posted from time to time on the bulletin board.)

1st offense	-	Reprimand
2nd offense	-	Three (3) days off
3rd offense	-	Subject to Dismissal

**K.** Conviction resulting in loss of driver's license while operating Employer's equipment:

1st offense	-	Subject to Dismissal
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**L.** If a driver loses his license while operating other than Employer's equipment, it is agreed that a meeting will be held within seven (7) days between the Employer and the Union to discuss alternate work for said employee. An employee will not be discharged due to the loss of his driver's license. When an employee regains his driver's license, within one (1) year and fifteen (15) days of its revocation, he will revert back to his former position.

## SECTION 5. REPORTS

**A.** Intentionally punching another employee's time card:

1st offense	-	Subject to Dismissal
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**B.** Deliberate falsification of time cards or trip reports:

1st offense	-	Subject to Dismissal
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**C.** Failure to report to dispatcher at specified times when required to do so, while on duty:

1st offense	-	Reprimand
2nd offense	-	One (1) day off
3rd offense	-	Three (3) days off
Subsequent offenses	-	Subject to Dismissal

#### **SECTION 6. DRIVING BEHAVIOUR**

**A.** Unnecessary delays while operating Employer's vehicle:

1st offense	-	Reprimand
2nd offense	-	One (1) week off
3rd offense	-	Subject to Dismissal

**B.** Carrying of unauthorized persons in Employer's vehicles:

1st offense	-	Subject to Dismissal
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#### **SECTION 7. ATTENDANCE**

It is recognized that because of the nature of the Company's operations, it is essential that employees report to work on time and regularly.

**A.** Absence in excess of two (2) successive working days without notification shall be considered a voluntary quit.

**B.** Failure to notify the Employer not less than thirty (30) minutes before starting time when unable to report for duty, with a reasonable explanation:

1st offense	-	Reprimand
2nd offense	-	Three (3) days off
Subsequent offenses	-	Subject to Dismissal

**C.** Reporting late for work without reasonable explanation:

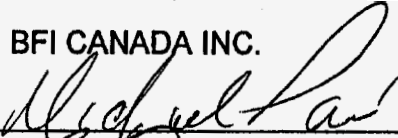

1st offense	-	Reprimand
2nd offense	-	Three (3) days off
3rd offense	-	One (1) week off
4th offense	-	Subject to Dismissal

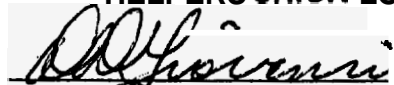

**D.** Failure to report for duty after having been instructed to do so without reasonable explanation:

1st offense	-	Reprimand to three (3) days off
2nd offense	-	Subject to Dismissal

E. Any employee absent due to illness or injury prior to returning to work must report to the Company by telephone and supply substantiating evidence of his injury or illness to Management, when required and so advised to do so prior to returning.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper Officers this 6 day of Feb, 2008.

BFI CANADA INC.  
  
  
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TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS UNION LOCAL NO. 880  
  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING#1

BETWEEN:

BFI Canada Inc.

- and -

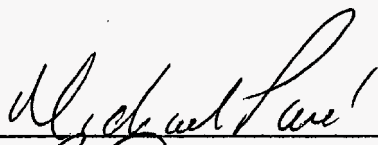

Teamsters, Chauffeurs, Warehousemen  
and Helpers Union Local No. 880

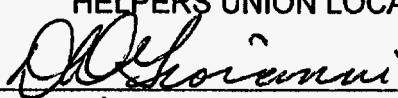

This Letter will confirm our Agreement to implement a Tuesday to Saturday work schedule with the numbers to be determined by the Company.

Should the Company determine that a Wednesday to Sunday work schedule is necessary: the parties agree to meet to negotiate the terms of such schedule.

BFI CANADA INC.

TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS UNION LOCAL NO. 880

  
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LETTER OF UNDERSTANDING#2

**BETWEEN:**

BFI Canada Inc.

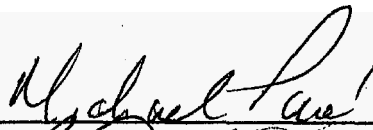

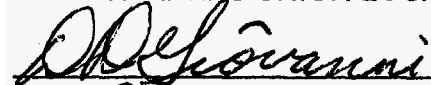

-and-

Teamsters, Chauffeurs, Warehousemen  
and Helpers Union Local No. 880

If, during the term of this Agreement, the Company introduces new operations, classifications, new methods, and/or machinery, or begins operations from any new or acquired facility within the geographic area set out in Article. 1.01 those operations are deemed to come under the scope of this Collective Agreement. Should this Collective Agreement not contain wage rates, hours of work, job classification, or working conditions for the new work, the parties will meet in an attempt to negotiate the conditions and wages for the new work. If the parties are unsuccessful in reaching an Agreement on the above, then either party may submit the dispute to Arbitration in accordance with Article 10 of the Collective Agreement.

BFI CANADA INC.

TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS UNION LOCAL NO. 880

  
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LETTER OF UNDERSTANDING#3

**BETWEEN:**

BFI Canada Inc.

- and -

Teamsters, Chauffeurs, Warehousemen  
and Helpers Union Local No. 880

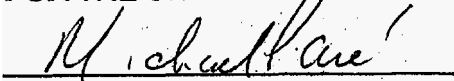
**RE: TEMPORARY SERVICE WORKERS**

As per our discussion at our meeting on Monday, May 26<sup>th</sup>, 2003, this Letter of Understanding will identify the issue with regard to Temporary Service Workers under the following conditions:

- (1) As of June 1<sup>st</sup>, 2003, Temporary Service Workers will be considered Teamster Union Local 880 members under the following terms and conditions;
- (2) They will receive all wages and benefits as outlined in the current Collective Agreement;
- (3) They will be placed under a separate seniority list as pitchmen;
- (4) All pitchmen shall be placed on the regular seniority list after they have acquired a DZ license and have passed a Company road test;
- (5) In the event that pitchmen receive their DZ license and go on the regular seniority list their start date will commence June 1, 2003;
- (6) Pitchmen shall be laid off in order of seniority in the event that qualified DZ drivers are hired or will be laid off if all crews required for the work schedule are driver/driver:
- (7) They will be subject to pass a medical examination and drug screening test. Failure to pass these tests will disqualify them from employment at BFI Canada Inc.:
- (8) The Union agrees to withdraw the grievance dated May 12<sup>th</sup>, 2003 without precedence or prejudice.


DATED this 20<sup>th</sup> day of May, 2003.

FOR THE UNION

  
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FOR THE COMPANY

  
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**IMPORTANT NOTE:**

*If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINING A WITHDRAWAL CARD IS **THE SOLE RESPONSIBILITY OF THE MEMBER***

*WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.*

*IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.*

*WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT **THE CRAFT.***

*KNOW YOUR AGREEMENT:* . . . . *MAKE SURE YOU **KEEP IT** FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.*

**ALWAYS**

1. *ATTEND YOUR UNION MEETINGS.*
  
2. *Help new employees become acquainted **with** the agreement.*
  
3. *If you leave the employ of the Company, contact your Local Union office for a withdrawal card.*

**“BE A GOOD UNION MEMBER”**



**LETTER OF UNDERSTANDING# 4**

**BETWEEN:**

**BFI CANADA INC.**

**- AND -**

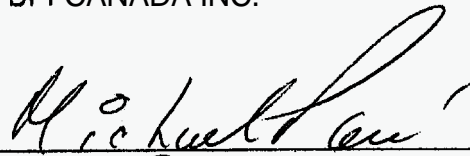
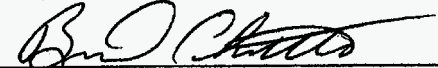
**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS UNION LOCAL NO. 880**

We will agree that Family Day replaces the language for Heritage Day in our Collective Agreement and becomes a paid statutory holiday provided:

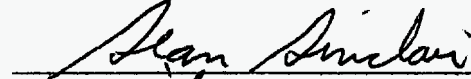

- Normal language to work the day before and the day after the holiday **and the following Saturday (residential drivers)** to be eligible.
- The 9 hours paid for and not worked **does not contribute to overtime.** Overtime only after the existing 44 hour provision is met.
- Tuesday through Saturday work schedule for that week.

**Dated February 11, 2008**

BFI CANADA INC.

  
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TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS UNION LOCAL NO. 880

  
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