

COLLECTIVE AGREEMENT

BETWEEN

BFI CANADA INC.

AND

TEAMSTERS LOCAL UNION No. 213

December 5, 2003 - December 4, 2006

DON McGILL
Secretary-Treasurer

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BFI CANADA INC.

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THIS AGREEMENT entered into this day of , 2004.

BETWEEN: **BFI CANADA INC.**
25 Fawcett Road
Coquitlam, B.C. V3K 6V2

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City of
Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 3 herein. As long as bargaining unit members are available, no person outside the bargaining unit shall perform work regularly performed by members of the bargaining unit except for the purpose of instruction, experimentation, demonstration, or in the case of emergency.

Except as otherwise agreed in writing by the parties, the Employer agrees that it will not contract out work normally performed by bargaining unit members where such would result in the layoff of bargaining unit employees, or the failure to recall laid off employees.

The Parties agree that the contracting out presently in practice of work regularly performed by members of the Bargaining Unit may continue subject to the above and will not be used to limit the growth of the bargaining unit.

It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to fully co-operate, individually and collectively. The Union, and the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Employer.

The parties to this Agreement recognize that stability in wages and working conditions and competency of workmen are essential to the best interest of the industry and the public, and agree to strive to eliminate all factors which tend towards unstabilizing these conditions.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including December 5, 2003, to and including December 4, 2006. Either party to this agreement may, within four months immediately preceding December 4, 2006, give to the other party written notice to commence collective bargaining.
- (b) Should either party give written notice to commence collective bargaining neither the Employer nor the Union shall, except with the consent of the other, alter any term of this Agreement until a strike or lockout has commenced, a new Collective Agreement has been negotiated or the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

3. UNION SECURITY AND DISPATCH PROCEDURES

- (a) All employees, as a condition of employment, shall be required to sign a dues authorization form as provided under the Labour Relations Code, and to pay such dues to the Union.

The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions contained herein. The Employer may, however, give the Union an opportunity to refer suitable applicants for consideration.

- (b) The Employer shall have new employees fill in the required Union Membership and Death Benefit cards, which will be supplied to the Employer by the Union, and mail same in to the Union office as soon as possible.

All employees shall have a probationary period of one hundred and twenty (120) calendar days. On completion of the probationary period, seniority shall date back to date of hire. Employer to provide for ongoing evaluations during this period.

- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

To enable the Union to enforce this provision, a Business Representative of the Union shall have access to the Employer payroll records for all Union members.

If the Employer fails to adhere to these provisions then the Employer shall only be liable to the Union for the dues not deducted and remitted.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labour convention or serve in any capacity on other official Union business, providing five (5) days' written notice is given to the Employer by the Union, specifying length of time off not to exceed seven (7) calendar days. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of men

affected in order that there shall be **no disruption** of the Employer's operation due to lack of available employees, but in no event shall the number of employees off at any one time exceed two (2) in number, unless otherwise mutually agreed.

- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. Nothing herein affects the right of the Employer to dismiss for just and reasonable cause based on absenteeism due to medical or other reasons.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied as long as operating efficiencies will not be affected.
- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as early as possible, with a minimum of one hour notice before the start of the employee's shift.
- (f) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and step-parents.
- (g) 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 Employer, will be reimbursed by the Employer 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) or ten (10) hours per day or forty (40) per week, less pay received for Jury attendance and Jury Duty pay or Witness Fee received therefor, and the employee shall be responsible to account to the Employer 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 being required for such duty, whenever practicable.

- (h) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year without pay.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay. Stewards will inform Supervisors when involved in grievances.
- (f) Up to a maximum of four (4) Shop Stewards shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.
- (g) During negotiations the Union may have a negotiating committee in attendance and the wages will be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day, on the basis of a three (3) man committee unless additional committee members are mutually agreed upon and paid on a 50% - 50% cost shared basis.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

The Employer shall provide and maintain for each employee, free of charge, the following:

- (a) The Employer shall provide uniforms to driving employees after completing their ninety (90) day probation period. Uniforms, which will be replaced once per year, shall consist of five (5) shirts, five (5) pair of pants or shorts and two (2) jackets. Driving employees will wear and reasonably maintain their uniforms. A laundry allowance of \$15.00 per month will be paid to driving employees once they have received their uniform and participate in this clause.

Replacement uniforms before the annual replacement will be at the sole discretion of BFI Canada Inc., understanding that it is the intention of BFI Canada Inc. that all drivers wear presentable uniforms.

The intent of supplying uniforms, P.P.E. and boot allowance is that the employees are required to wear them as a condition of employment. Failure to do so will result in disciplinary action.

- (b) For Welders, Mechanics and Equipment Washers, one (1) clean pair of coveralls shall be provided each working day.
- (c) Any safety equipment as required by the Workers' Compensation Board.
- (d) For each Employee, excluding Dispatcher a \$200.00 maximum boot allowance each year. Proof of purchase must be provided and reimbursement will be for actual amount up to the maximum allowable. This will apply after probation period.
- (e) Gloves will be supplied as required, to a maximum of one (1) pair per week. (Old gloves must be exchanged for new.)
- (f) For each Swamper, Shop Personnel and Crane Driver one (1) rain jacket and one (1) pair of rain pants, twice per year.

The above items will be provided and replaced as required. Old P.P.E. must be exchanged for new.

8. UNION NOTICES

The Employer agrees to provide space and a Notice Board that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

The Employer shall be responsible for the posting of an up to date Seniority List on a quarterly basis.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. PROTECTION OF RIGHTS

An employee shall not be disciplined if he refuses to cross a lawful picket line.

11. TRANSFER OF TITLE OR INTEREST

- (a) The successor rights and obligations of the Labour Relations code shall apply to this Agreement.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with Management within ten (10) days.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall allow either party to apply for arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned. Time limits as set out above shall be complied with.

STEP III The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee may apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for ten (10) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

(c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

(d) (i) Subject to (d) (ii) if the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place.

(ii) If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 24 (b) herein, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness by the Employer.
- (g) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. Formal letters of discipline will not be used against an employee after twelve (12) months provided there has been no subsequent formal discipline on a similar issue, in which case it will remain on file for a further twelve (12) months.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes permanently vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return.

The senior employee applying who has the required qualifications and ability to do the job shall receive such job.

The successful applicant on a posted job shall be on probation in his new position for up to sixty (60) working days, during which time he may be returned to his former job if the Employer finds him to be unsuitable for the

position, finds that his performance is unsatisfactory or if the employee applies to the Employer to be returned. This probation period shall also apply to new hires, except that in the case of a new hire the employee shall be terminated if the Employer finds the employee to be unsuitable for the position or finds that his/her performance is unsatisfactory. The foregoing probation period may be extended by mutual consent.

The Employer shall continue to post runs as is the current practice.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Copies of all Job Posting Awards shall be given to the Shop Stewards.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.
- (d) It is understood that if due to a reduction of employees in a classification that the affected employee shall retain rights to any opening in that classification for six (6) months.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change until and unless:
 - (i) The Employer has given two (2) months' notice in writing to the Union of its intention to introduce a technological change;
 - (ii) The Employer has given first opportunity to the employees then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
 - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

15. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay for each year of service with the Employer, to a maximum of ten (10) weeks' pay, at the rate of pay the employee was receiving on the date of termination.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

16. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than six (6) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque, the Employer shall make every reasonable effort to correct the error and pay the monies not later than the next following pay cheque, provided that if an error of seventy-five dollars (\$75.00) or more occurs, it will be paid within two (2) working days of the error being brought to the Employer's attention. The Employer agrees to provide a form for use by employees to report payroll errors.
- (d) The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that employee.

17. ANNUAL VACATIONS

- (a) No later than January 1st, of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by March 31st and finalized by April 15th and shall remain posted for the remainder of the year. If an employee fails to indicate his preference by March 31st he will be limited to the remaining available time. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer. The Employer agrees to re-post any vacation times that are cancelled after the April 15 deadline, provided, one (1) months notice is provided and the employee cancelling his vacation is not absent from work due to the cancellation.

Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split. Only one (1) employee will be permitted to be on vacation from any system at one time. System categories are Mechanics, Welders and Crane Truck Driver. The number of Roll-Off and Front-End Drivers permitted to be on vacation at one (1) time shall be as follows:

Roll-Off Drivers - Two (2)

Front-End Drivers - Three (3)

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who complete one (1) year and up to four (4) years as an employee shall receive two (2) consecutive weeks' vacation each year with eighty (80) hours' pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.

- (d) Employees who have completed four (4) years and up to nine (9) years as an employee shall receive three (3) consecutive weeks' vacation each year with one hundred and twenty (120) hours' pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have completed nine (9) years and up to sixteen (16) years as an employee shall receive four (4) weeks' vacation each year with one hundred and sixty (160) hours' pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (f) Employees who have completed sixteen (16) years as an employee shall receive five (5) weeks' vacation each year with two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (g) Absence due to any illness or authorized leave of absence will be deemed to be time paid for the purpose of vacation entitlement.
- (h) When an employee has been paid a minimum of fifteen hundred (1500) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (i) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (j) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall only receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (k) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value received from the

Employer on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay the employee is entitled to.

18. GENERAL HOLIDAYS

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) or ten (10) hours at their applicable rate at the time of taking such holiday. All employees who are required to work on General Holidays will be paid at (1.5) time their regular rate for the first ten (10) hours, and double their regular rate for all hours worked over ten (10) hours.

New Year's Day	Canada Day	Christmas Day
B.C. Day	Boxing Day	Good Friday
Labour Day	Thanksgiving Day	Victoria Day
Remembrance Day		

In order to receive holiday pay, each employee must work their last scheduled day of work before the Holiday and the first scheduled day of work after the holiday, unless expressly excused by the Manager.

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (d) An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Bereavement Leave.
- (e) The current practice of banking General Holidays shall continue.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every two (2) months, and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) In the event of layoff, the layoff shall be on the basis of bargaining unit seniority provided the employees who remain have the required qualifications, and ability to perform the remaining work.

If an employee is laid off as a result of a reduction of employees required in a particular classification, the laid off employee and subsequently bumped employees shall have the following bumping rights:

- (i) the affected employee shall have the right to bump the least senior employee, with the same scheduled shift and days off, in the same classification, provided he or she has the required qualifications and ability to perform the duties of that job.
- (ii) if no junior employee in the same classification has the same scheduled shift and days off or if the affected employee elects not to bump in accordance with Article 20(c)(i), the affected employee shall have the right to bump the least senior employee in the same or another classification provided he or she has the required qualifications and ability to perform the duties of that job.
- (iii) if the affected employee chooses to bump in accordance with Article 20(c)(i) or (ii), he or she shall be on probation in the new position for up to sixty (60) working days. If, during this probation period, the Employer finds the employee to be unsuitable for the position or finds his or her performance to be unsatisfactory, that employee shall be removed from the position and shall be entitled to bump again, into another classification, in accordance with Article 20(c)(ii) above. This bumping process may be repeated until the employee either bumps into a classification in which the employee is able to successfully complete the probation period or the employee elects not to bump again or is unable to bump again in accordance with Article 20(c)(ii).
- (iv) if the affected employee elects not to bump or is unable to bump in accordance with either Article 20(c)(i) or (ii) that employee shall be laid off.

When recalling laid off employees, they shall be recalled in order of seniority, provided they have the required qualifications and ability to perform the available work.

- (d) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
 - (iv) Is absent without leave for five (5) working days without legitimate reason, or
 - (v) Is on continuous layoff for six (6) months.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The regular work day shall be eight (8) hours each day (based on a five (5) day work week), with a half (½) hour unpaid lunch break, or shall be ten (10) hours each day (based on a four (4) day work week) with a half (½) hour unpaid lunch break.

The regular work week shall be guaranteed at forty (40) hours worked Monday through Friday subject to unforeseen circumstances beyond the Employer's control (i.e. Act of God). It is understood that Drivers and Mechanics may be scheduled on weekends, but must have two consecutive days off. A sixty cent (\$0.60) per hour premium shall apply to any employee who is scheduled on weekends.

- (b) The Employer shall be entitled to employ spare employees. A spare employee is an employee without a regular schedule who reports to work on an as needed, occasional basis at the request of the Employer to fill temporary positions or to replace regularly scheduled employees who are absent due to illness, vacation, or any other temporary or short term absence of up to sixty (60) days duration, or such longer period mutually agreed by the parties.

The Employer shall have the right to assign spare employees without the requirement of posting.

Spare employees with the required qualifications and ability shall be considered before external applicants for posted vacancies. Spare employees do not otherwise accumulate seniority under this Agreement. If a Spare employee successfully bids into a posted position, he or she shall be considered to be a new hire and shall be subject to the probation period and terms relating to new hires as set out in Article 13 of this Agreement.

Spare employees shall receive allowances and benefits in accordance with the Employment Standards Act, but shall not otherwise be entitled to any other benefits or allowances under this Agreement.

- (c) Employees scheduled to work eight (8) hours per day, five (5) days per week shall be paid overtime as follows:
 - (i) at the rate of one and one-half (1.5) times their regular rate of pay for the first two (2) hours worked in excess of eight (8) hours per day and two (2) times their regular rate of pay for all hours worked in excess of ten (10) hours per day.
 - (ii) at the rate of one and one-half (1.5) times their regular rate of pay for the first eight (8) hours worked on the sixth (6th) day of the week and two (2) times their regular rate of pay for all hours worked in excess of eight (8) hours on the sixth (6th) day of the week.
 - (iii) at the rate of two (2) times their regular rate of pay for all hours worked on the seventh (7th) day of the week.
- (d) Employees scheduled to work ten (10) hours per day, four (4) days per week shall be paid overtime as follows:
 - (i) at the rate of one and one-half (1.5) times their regular rate of pay for the first (1st) hour worked in excess of ten (10) hours per day and two (2) times their regular rate of pay for all hours worked in excess of eleven (11) hours per day.
 - (ii) at the rate of one and one-half (1.5) times their regular rate of pay for the first ten (10) hours worked on the fifth (5th) day of the week and two (2) times their regular rate of pay for all hours worked in excess of ten (10) hours on the fifth (5th) day.
 - (iii) at the rate of two (2) times their regular rate of pay for all hours worked on the sixth (6th) and seventh (7th) days of the week.
 - (iv) a minimum of four (4) hours worked shall apply to any employee who performs work on a fifth (5th), sixth (6th) or seventh (7th) day.
- (e) Spare employees shall be paid overtime as follows:
 - (i) If the spare employee is assigned to a position where he or she is scheduled to work eight (8) hours per day or less for up to five (5) days per week, the overtime provisions set out in Article 21(c) of this Agreement shall apply.
 - (ii) If the spare employee is assigned to a position where he or she is scheduled to work ten (10) hours per day for up to four (4) days per

week, the overtime provisions set out in Article 21(d) of this Agreement shall apply.

- (f) Employees called back to work after their scheduled shift has been completed, and they have left the premises, shall be paid a minimum of three (3) hours' pay at two (2) times their regular rate of pay. Employees called back to work because of their failure to complete their daily assigned tasks shall be entitled to the applicable overtime rate in accordance with Article 21(d) and (e) above, but shall be paid only for actual time worked.
- (g) Every employee should have a minimum of twelve (12) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of twelve (12) full hours elapses, and provided the employee advises the Employer when twelve (12) hours has not been provided for he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full twelve (12) hour break. No employee shall be permitted to resume work on his own accord until twelve (12) full hours have elapsed.
- (h) The Employer shall post employees' regular scheduled routes and/or shifts in advance. No split shifts shall be allowed at any time.

The Employer shall be required to give two (2) weeks notice of shift change (i.e. ten (10) hour shifts to eight (8) hour shifts or eight (8) hours shifts to ten (10) hour shifts).

- (i) The Employer agrees that when overtime is necessary, the Employer will endeavour to distribute such overtime as equitably as possible amongst those employees concerned who normally perform such work. Overtime which is required to complete an employee's shift, route or a temporary extension thereof shall be performed by that employee.

The Employer shall not unreasonably request overtime and the employee shall not unreasonably refuse overtime. If the Employer is unsuccessful in obtaining employees to perform the required work on a voluntary basis, the Employer may require the work to be performed in reverse order of seniority.

For driving classifications the Employer may require up to two (2) hours of overtime per regular day scheduled, any overtime request beyond this two (2) hours will be voluntary.

- (j) Where shift work is in operation, it is agreed that all employees in such job classifications involved shall be scheduled as per current practice. Seniority shall be observed provided that the Employer is satisfied that scheduling on the basis of seniority results in a sufficient number of experienced employees on each shift to satisfy operational requirements. If there are an insufficient number of experienced employees on each shift to satisfy operational requirements, the Employer shall have the right to assign employees to shifts

out of seniority order for a period of up to sixty (60) days, or for such longer period agreed to by the parties.

- (k) All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to Stores or Crib before the end of each shift.
- (l) If a second or afternoon shift is employed, the hours of work shall be eight (8) or ten (10) hours per shift and a premium of forty-five cents (\$0.45) per hour shall be paid for each hour paid for on the second or afternoon shift.

If a third or graveyard shift is employed, the hours of work shall be eight (8) or ten (10) hours per shift and a premium of forty-five cents (\$0.45) per hour shall be paid for each hour paid for on the third or graveyard shift.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than four (4) hours without an uninterrupted half ($\frac{1}{2}$) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ($1 \frac{1}{2}$) hours from the commencement of each half of an employee's work shift. If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

23. COMPENSATION COVERAGE

When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

24. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall, upon the request of either party, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to all Union working areas of the Employer's establishment during working hours. All safety and reporting requirements will be observed.

26. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- (c) The Warehouse and Office shall be adequately heated and ventilated.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.
- (b) Any employee who reasonably considers that any equipment or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions. It is agreed that for reasons of safety there shall be a minimum of two (2) people on shift.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
- (d) There shall be an employee in the bargaining unit designated as a First-Aid Attendant on each shift, provided that an employee on such shifts possesses a valid Industrial First-Aid Certificate. Where no bargaining unit employee on a shift possesses a valid Industrial First-Aid Certificate, the Employer may

appoint a qualified person from outside of the bargaining unit as the First-Aid Attendant for that shift. The First-Aid Attendant designated on a shift shall be paid a \$1.00 premium in addition to their hourly rate of pay for that shift.

If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

28. BONDING

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form. The cost of such bonding shall be paid for by the Employer.

29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to make rules and regulations.

Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. HEALTH AND WELFARE PLAN

- (a) Except as provided in Article 30(b) the Employer agrees to provide to all eligible employees who have completed their probationary period, group insurance benefits coverage in accordance with the B.F.I. Group Insurance Benefit Plan as outlined in the Plan summary and schedule entitled "BFI 1998" 'New Way' Benefits". During the term of this Agreement there shall be no changes to the levels of benefit coverage outlined in the Plan summary which have a negative effect on the majority of the employees.
- (b) The B.F.I. Group Insurance Benefit Plan as outlined in the Plan summary and schedule entitled "BFI 1998 'A New Way' Benefits" shall be modified as follows:
 - (i) The percentage coverage for routine dental care shall be increased from 90% to 100% coverage.
 - (ii) The premiums for the LTD benefit, as adjusted by the LTD insurer from time to time, shall be paid by the employees in the bargaining unit rather than by the Employer. The Employer agrees to deduct the LTD premiums from the employees' pay cheques and to remit the premiums to the insurer on behalf of the employees.
 - (iii) The employees in the bargaining unit shall not participate in the Employee Weekly Disability Benefit as described in the B.F.I. Group Insurance Benefit Plan. Instead, BFI agrees to arrange for short term disability insurance coverage for the employees in the bargaining unit to be provided by a third party insurer. The premiums for the short term disability insurance, as adjusted by the insurer from time to time, shall be paid by the employees in the bargaining unit rather than by the Employer. The Employer agrees to deduct the short term

disability insurance premiums from the employees' pay cheques and to remit the premiums to the insurer on behalf of the employees.

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

31. PENSION PLAN

The Employer agrees to provide all eligible employees with a Pension Plan and Savings Plan as outlined in the B.F.I. Employee Retirement and Savings Plan Booklet in effect at the time of ratification of this Agreement. There shall be no changes to the B.F.I. Pension Plan and Savings Plan which would have a negative effect on the majority of employees.

32. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

33. TRANSPORTATION

No employee shall use his car on Employer business.

34. MEDICAL EXAMINATIONS

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

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

The Employer agrees to pay administration fees associated with medical examinations required to maintain Class III driver's licenses and air tickets.

35. TRUCK MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. The decision as to the condition of the equipment shall rest with the senior qualified Employer

representative on the premises. Such representative shall give his decision to the driver in writing.

- (c) No driver shall be required to service or maintain trucks or equipment, except for fluid checks and brake adjustments.

- (d) A form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Where such defect threatens the safe operation of the truck, such truck shall not be operated until the defect has been rectified.
- (e) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (6) All drivers shall be required to perform pre and post trips on their vehicle each and every day as part of their regular duties.

36. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day.
- (e) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

37. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

38. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

39. TOOLS

Shop employees shall be paid a maximum annual tool allowance as follows:

HD Mechanics	\$400.00 per year;
Mechanic's Helper	\$150.00 per year;
Welders	\$ 60.00 per year.

Company approval must be given prior to an employee purchasing new tools. Once approval is given, the employee must provide receipts to the Company as well as show the new tools to the Company for the purpose of adding them to the employee's detailed tool inventory for insurance purposes.

The Company will provide insurance coverage to a maximum value of fifteen thousand dollars (\$15,000.00) provided a detailed tool inventory is taken and verified by the Company.

40. TRANSFERRED EMPLOYEES

Employees may only be transferred from one (1) branch of the Employer's business to another with his consent.

41. RETROACTIVE PAY

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT _____, British Columbia, this
day of _____, 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

CLASSIFICATION	REGULAR RATES OF PAY PER HOUR		
	EFFECTIVE DEC. 5/03	EFFECTIVE DEC. 5/05	EFFECTIVE DEC. 5/04
FRONT-END DRIVER	\$22.15	\$22.70	\$23.27
ROLL-OFF DRIVER	22.15	22.70	
	23.27		
CRANE TRUCK DRIVER	22.15	22.70	
	23.27		
REAR LOAD DRIVER	21.00	21.53	22.07
SWAMPER	14.85	15.22	15.60
EQUIPMENT WASHER	14.85	15.22	
15.60			
MECHANIC (WITH TICKET)	26.45	27.11	
	27.79		
WELDER (WITH TICKET)			
LEAD HAND	25.83	26.48	27.14
WELDER (WITH TICKET)			23.87
	24.47	25.08	
WELDER (WITHOUT TICKET)			
(EXPERIENCED)	20.43	20.94	
	21.46		
WELDER'S HELPER	18.31	18.77	
	19.24		
MECHANIC'S HELPER	18.31	18.77	
19.24			
DISPATCHER	17.85	18.30	
	18.76		

Mechanic Lead Hand premium - \$1.75 per hour above regular rate.

MAXIMUM INCENTIVE EARNING CAP EFFECTIVE DECEMBER 5, 2003 \$35.64 PER HOUR TO BE INCREASED TO \$36.53 EFFECTIVE DECEMBER 5, 2004 AND FURTHER INCREASED TO \$37.44 PER HOUR EFFECTIVE DECEMBER 5, 2005.

New drivers will be paid eighty percent (80%) of the driver rate for the first sixty (60) calendar days and ninety percent (90%) of the driver rate for the second sixty (60) calendar days of probation and one hundred percent (100%) of the rate thereafter.

APPENDIX "B"

WAGES & INCENTIVE PROGRAMS

1. FRONT-END SYSTEM

Effective December 5, 2003, \$0.53 per yard, increased to \$0.54 per yard effective December 5, 2004 and increased to \$0.55 per yard effective December 5, 2005, with a fall back rate equal to the regular rate of pay per hour.

A driver who, in addition to completing his/her own assigned route, assists another driver shall receive one and one-half (1 ½) times the incentive rate for the yards picked up off the assisted driver's route.

2. ROLL-OFF SYSTEM

\$28.38 per bin equivalent effective December 5, 2003, increased to \$29.09 effective December 5, 2004 and further increased to \$29.82 effective December 5, 2005 with a fall back rate equal to the regular rate of pay per hour:

Service Minutes Per Bin Bin Equivalents

*0 - 90 Minutes	1.0
*91 - 120 Minutes	1.5
*120+ Minutes	2.0

* See Letter of Intent #2

Container Delivery shall count as one (1.0) bin equivalent. On site container relocation shall count as one-half (½) bin equivalent.

3. FRONT END SWAMPER

Effective December 5, 2003 \$0.33 per yard, increased to \$0.34 per yard effective December 5, 2004 and further increased to \$0.35 per yard effective December 5, 2005.

LETTER OF UNDERSTANDING #1

BETWEEN **BFI CANADA**
25 Fawcett Road
Coquitlam, B.C. V3K 6V2
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Incentive Pay Calculation for General Holidays

Example:

Employees working 5 - 8 hour shifts per week the calculation shall be as follows

Monday	General Holiday	
Tuesday	Incentive Earned	\$35.00
Wednesday	Incentive Earned	\$42.00
Thursday	Incentive Earned	\$0.00
Friday	Incentive Earned	<u>\$11.00</u>
Total Incentive This Week		\$88.00

Calculation \$88.00 divided by four (4) working days this week = \$22.00 average incentive per day.

This Monday incentive pay \$22.00.

The same calculation would apply for employee's working four (4) ten (10) hour shifts.

Monday General Holiday

Tuesday	Incentive Earned	\$45.00
Wednesday	Incentive Earned	\$0.00
Thursday	Incentive Earned	<u>\$45.00</u>
Total Incentive This Week		\$90.00

Calculation ninety dollars \$90.00 divided by three (3) working days this week = \$30.00 average incentive pay per day.

This Monday Incentive Pay = \$30.00.

DATED AT Vancouver, B.C. this day of , 2004.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #2

BETWEEN **BFI CANADA**
 25 Fawcett Road
 Coquitlam, B.C. V3K 6V2
 (hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
 affiliated with the International
 Brotherhood of Teamsters, of the
 City of Vancouver, Province of
 British Columbia;

 (hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Roll-Off System Service Bins Per Minute

The current system as outlined in the 2000 - 2003 Collective Agreement between BFI Canada and Teamsters Local Union No. 213 shall be maintained until such time as all bins are identified and awarded time frames.

Should the parties be unable to agree on said time frames, the issue shall be resolved through a third party.

DATED AT Vancouver, B.C. this day of , 2004.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION
