

COLLECTIVE AGREEMENT

- COMMERCIAL DEPENDENT CONTRACTORS -

By and Between:

WASTE MANAGEMENT OF CANADA CORPORATION

COQUITLAM, BC

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 115

Duration: April 1, 2005 to March 31, 2009

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its Commercial Dependent Contractors; to provide an amicable method of settling grievances or differences which may arise; to further: the safety and welfare of the Owner/Lease Operators; economy, efficiency and productivity of the operation; quality of work done; protection of property; a higher level of customer service standards; and to strive for a more competitive market place: to maintain mutually satisfactory working conditions, hours and wages for Owner/Lease Operators who are subject to the provisions of this Agreement.

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

- 2.01 The Company recognizes the Union as the sole representative of and bargaining agent for all Commercial Dependent Contractors contained in this Collective Agreement and who work at and from any location within the geographic area of the "Lower Mainland", as defined.

The "Lower Mainland" is defined as that area of British Columbia which is west of the eastern boundary of Hope; south of the northern boundary of Whistler, BC; east of the Georgia Strait; and north of the Canada US border.

- 2.02 Whenever the term "Commercial Dependent Contractor" is used, it shall be construed as meaning "Owner/Lease Operator" unless otherwise specifically stated.
- 2.03 An Owner/Lease Operator shall be defined as a person who owns or leases and operates equipment as the principal operator.

ARTICLE 3 - UNION SECURITY

- 3.01 Each Owner/Lease Operator covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Should an Owner/Lease Operator, at any time, cease to be a member in good standing of the Union, the Company shall, upon written notification from the Union, terminate such Owner/Lease Operator by the last day of the month following.

In the event the Company is required by the Union to terminate an Owner/Lease Operator's contract pursuant to this Article, the Union agrees to indemnify and hold harmless all matters against the Company in the event of subsequent proceedings being brought against the Company for such termination.

The Union shall have the exclusive right to determine who is a member in good standing.

- 3.02 It is agreed that in addition to this Collective Agreement, the Company shall require from each Owner/Lease Operator, which for greater certainty will be a corporation, a Commercial Contract in the form attached covering company/lessee arrangements.

This contract shall not conflict with any of the terms or conditions of this Collective Agreement. Further, it shall not be a breach of the Commercial Contract where the Owner/Lease Operator complies with the terms and conditions of this Collective Agreement.

- 3.03 The Company shall hand each new Owner/Lease Operator a Union membership card and dues deduction card. The Owner/Lease Operator shall complete said cards and return them to the Company. The Company shall submit the Union membership card to the Union, and shall retain the dues deduction card on the Owner/Lease Operator's file. The Company shall deduct such fees, dues and assessments as provided by the Union by the end of every month and shall submit said monies to the Union before the twenty-fifth (25th) day of the following month. The Company shall submit to the Union a check-off list containing the names and social insurance numbers of every Owner/Lease Operator and the monies applicable to each Owner/Lease Operator. The Union will indemnify and hold harmless all actions brought against the Company for all such deductions and remissions when in accordance with this Article.
- 3.04 Upon receiving at least one (1) month's notice from the Union, by registered mail, of a change in fees, dues or assessments charged by the Union, the Company shall make deductions in accordance to the notice, effective the date given.
- 3.05 The Company shall notify the Union in writing of new Owner/Lease Operators hired by the Company, stating the effective date of hiring, within thirty (30) days of such hiring, and shall further provide to the Union, semi-annually during the term hereof, a list setting forth the name, starting date and classification of work of each Owner/Lease Operator.
- 3.06 Posting of a Union insignia on the driver's side vent window of Owner/Lease Operated owned trucks and tractors shall be permitted, subject to the size not exceeding sixteen (16) square inches.
- 3.07 The Union may elect or appoint up to two (2) Shop Steward(s) to represent the Owner/Lease Operators and the Union shall provide written notice to the Company. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.

- 3.08 Representatives of the Union, after notifying the Company, shall have access to the Company's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement. During such visits the Union will not interfere with the direction of the Company's operations.
- 3.09 It shall not be a violation of this Collective Agreement or cause for discipline for any Owner/Lease Operator who, in performance of his duties, refuses to cross a legal picket line.
- 3.10 In the event the Union brings Owner/Lease Operators covered by this Agreement to the negotiating table, said Owner/Lease Operator shall be granted a leave of absence and the

Union and the Company shall compensate said Owner/Lease Operator, in equal amounts, at the applicable Company driver rate.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union agrees that it is the exclusive right of the Company, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage jobs, relocate, extend, curtail or cease operations: to make and alter from time to time, and enforce rules of conduct and procedure; to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications of Owner/Lease Operators, not in conflict with Articles of this Agreement; and to maintain discipline and efficiency; to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline an Owner/Lease Operator. However, this clause shall not deprive the Owner/Lease Operator of the right to exercise a grievance procedure as outlined in this Article.
- 4.02 Force Majeure. In circumstances of force majeure, limited to the discontinuance of operations due to freeze up, excessive snow, flood, earthquake and/or explosions and collapse of equipment and/or buildings, those provisions of the Agreement penalizing the Company either monetarily or otherwise will not be effective for the duration of the force majeure.

The parties recognize that there may be incidents of force majeure which prevent or curtail business operations other than those listed in this provision. If there are such incidents of force majeure which prevent or curtail business operations and could not have been avoided by due consideration of the Company, the parties will by mutual agreement add such Act of God or event to this clause.

- 4.03 An Operations and Safety Rules Book will be issued to and reviewed with each Owner/Lease Operator and his replacement driver. Each Owner/Lease Operator and his replacement driver will be required to sign that each person has received an Operations and Safety Rules Book and that it has been reviewed with each person.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The procedure for resolving differences between the parties bound by this Agreement concerning the interpretation, application, operation or any violations of this Agreement shall be as follows:

STEP 1: An Owner/Lease Operator shall file his grievance with his Supervisor within seven (7) calendar days of his having the opportunity of becoming aware of the grievance. The Owner/Lease Operator's Supervisor, the Owner/Lease Operator and his Shop Steward shall meet promptly to endeavour to resolve the grievance.

STEP 2: Should a solution not be reached at Step 1, within the seven (7) calendar days referenced in Step 1, the grievance shall be filed in writing to the Route Manager. The Route Manager, the Owner/Lease Operator, Shop Steward and/or Business Representative shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five

(5) calendar days of date of filing at Step 2, the grievance shall be referred to the District Manager.

STEP 3: The District Manager, or his designate in the event that he is absent, and a Representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) calendar days of its being referred to the General Manager, it shall be referred to Arbitration within thirty (30) calendar days.

The time limits are mandatory and if they are not complied with (provided they have not been mutually waived by the parties in writing) the grievance shall be deemed to be abandoned.

- 5.02 Where the parties elect to proceed to Arbitration, the parties shall mutually agree to a single arbitrator. If the parties cannot mutually decide upon a choice for an arbitrator, either party may request the Minister of Labour to appoint a single qualified arbitrator.
- 5.03 The Arbitration Board shall not have the power to change, modify, extend or amend this Agreement or to award costs or damages against either party. The Arbitration Board shall have the power to order, if it deems proper that any Owner/Lease Operator who has been wrongfully suspended, dismissed or otherwise disciplined or discharged, be reinstated without loss of pay or benefits or a portion thereof. The decision of the Arbitrator shall be binding on both parties.
- 5.04 Each party shall pay its own costs, fees and expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 5.05 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays.
- 5.06 If the Company or the Union has a policy grievance it shall begin at Step 3 of the Grievance Procedure.

ARTICLE 6 - SENIORITY

- 6.01 All new Owner/Lease Operators shall serve a probationary period of sixty (60) worked days. A probationary Owner/Lease Operator shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the Owner/Lease Operator's seniority shall date from the date of hire.
- 6.02 For purposes of this Collective Agreement, an Owner/Lease Operator's seniority date shall commence no earlier than the last date the Owner/Lease Operator was hired by the Company as a "Commercial Dependent Contractor".
- 6.03 Where the Company requires a reduction of its Owner/Lease Operators, the affected Owner/Lease Operator shall have the opportunity to exercise his seniority rights to bump a less senior Owner/Lease Operator of his choosing and the Company shall lay off the least senior Owner/Lease Operator.

- 6.04 When vacancies occur, the Company shall rehire laid off Owner/Lease Operators by seniority, beginning with the most senior Owner/Lease Operator and proceeding in turn thereafter.
- 6.05 All seniority shall be retained and accumulated in the following instances:
- (a) During authorized leave of absence.
 - (b) During the period an Owner/Lease Operator is on Workers' Compensation.
 - (c) Absence due to non-occupational accident or illness. When medically unfit to perform their duties, the Owner/Lease Operators will be continued on the seniority list until fit, or for two (2) years, whichever comes first.
 - (d) For a period of one (1) year from the date of most recent lay-off.
- 6.06 All seniority shall be lost for any of the following reasons:
- (a) Voluntary resignation.
 - (b) Dismissal for cause and failure to be reinstated through the grievance procedure.
 - (c) An Owner/Lease Operator who has been laid-off and fails to return to work within seventy-two (72) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. This period may be extended to one hundred and twenty (120) hours, due to major mechanical problems, with Company permission. Written notice shall be by "registered mail". It shall be the responsibility of the Owner/Lease Operator who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the seventy-two (72) hours notification is issued.
 - (d) Continuous lay-off in excess of one (1) year.

ARTICLE 7 - POSTINGS

- 7.01 All new or vacant routes shall be posted for seven (7) calendar days and shall be subject to seniority. It is agreed that once an Owner/Lease Operator bids and accepts a "route", the Owner/Lease Operator shall not be entitled to bid for another route for a period of one (1) year. It is understood that where , as referenced in Article 6.04, an Owner/Lease Operator is recalled and is unable to bid a route the one (1) year time bar shall not apply.
- 7.02 It is agreed that where a "route" requires a swamper, such swamper shall be an employee of the Company and shall be paid by the Company for all wages and benefits. The Company retains the sole right in determining as to whether or not a route requires a swamper.

ARTICLE 8 - HOURS OF WORK AND SHIFTS

- 8.01 The standard work week for all Owner/Lease Operators shall be from Monday through to Friday.

- 8.02 The standard work shift for an Owner/Lease Operator or his replacement Driver shall be to a maximum of M.O.T. regulations concerning driving time per twenty-four (24) hour day and shall not exceed sixty (60) hours in a week. Where an Owner/Lease Operator or his replacement driver has completed his assigned route he shall not be required to accomplish any additional work.
- 8.03 An Owner/Lease Operator shall have at least ten (10) consecutive hours' rest after he has completed a shift.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01 The Owner/Lease Operator has the right to take statutory holidays. The statutory holidays shall be the same days as contained in the Canadian Waste Services hourly employees Collective Agreement.

Where a statutory holiday falls on an Owner/Lease Operator's scheduled days off or where an Owner/Lease Operator elects to work on a statutory holiday, such Owner/Lease Operator shall be entitled to a day off in lieu subject to Article 14.06.

ARTICLE 10 - VACATION

- 10.01 Upon completion of continuous employment with the Company for the number of years hereafter listed, an Owner/Lease Operator, shall be granted annual vacation as follows subject to Article 14.06 and 14.07:

- (a) at any time after one (1) year - two (2) weeks or,
- (b) at any time after three (3) years - three (3) weeks or,
- (c) at any time after six (6) years - four (4) weeks.

Where an Owner/Lease Operator forfeits his route for vacation time it is agreed that there shall only be one (1) Owner/Lease Operator permitted to forfeit his route at any given time. Seniority shall be the governing factor in the event that there is more than one request for the same time period.

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

- 11.01 Owner/Lease Operators shall be covered by the Waste Management of Canada Coquitlam Health and Welfare Plan which shall be provided by the Company for the benefit of the Owner/Lease Operators covered by this Agreement. This Plan shall also cover Owner/Lease Operators with the Medical Services Plan (BC Medical Plan). Replacement drivers employed by Owner/Lease Operators may be enrolled in the above plan(s) at the sole cost of the Owner/Lease Operator.
- 11.02 The Company shall contribute one hundred percent (100%) towards the cost of providing Extended Health Care, Dental and L.T.D. (currently in force at the Coquitlam location) coverage on behalf of each Owner/Lease Operator covered by this Agreement. Replacement drivers employed by Owner/Lease Operators may be enrolled in the above plan(s) at the sole cost of the Owner/Lease Operator.

- 11.03 The Company shall submit the contributions for all Owner/Lease Operators and their Drivers to an authorized agency acting on behalf of the Health and Welfare Plans each and every month as required by the plan carrier.
- 11.04 The Company shall supply the Union with a copy of the Health and Welfare Benefits package in force at the date of signing. These benefits shall form part of the Collective Agreement and shall remain in full force and effect unless varied by mutual agreement.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Company, Union, and the Owner/Lease Operator shall cooperate in the matters of safety and health. The Company agrees to involve Owner/Lease Operators in its Health and Safety Program. A minimum of one (1) Owner/Lease Operator shall be appointed to the Company's Health and Safety Committee.
- 12.02 It is to the mutual advantage of both the Company and the Owner/Lease Operator that equipment that is not in a safe operating condition not be used until it is repaired. It shall be the duty of the Owner/Lease Operator and/or his replacement driver to report all unsafe equipment promptly. All Company equipment defects so reported will be inspected and corrected if necessary. The equipment will then be certified as being satisfactory for service and safe for operation and this information made available to the Owner/Lease Operator and/or his replacement driver for the next trip. The Owner/Lease Operator will maintain his equipment in a safe operating condition.
- 12.03 The Company shall supply uniforms and gloves to all Owner/Lease Operators and their replacement drivers. Uniforms, which will be replaced every year, shall consist of three (3) pairs of pants, three (3) shirts and a jacket. In the alternative, three (3) sets of coveralls will be provided. Owner/Lease Operators and their replacement Drivers will wear, launder and reasonably maintain their uniforms.

Where special safety clothing is required for unusual work conditions, or wet gear and rubber footwear, the Company shall make such clothing or gear available as the situation warrants.

ARTICLE 13 - MAINTENANCE, COSTS AND REPAIRS

- 13.01 It is agreed by the parties that all equipment shall be maintained and operated in a safe manner and in accordance with all applicable laws and regulations as well as all Company Policies and procedures.
- 13.02 The Company shall provide a repair facility and qualified mechanics for the repairs of the Owner/Lease Operator's equipment. To ensure compliance with Waste Management, Provincial and Federal government standards, only certified mechanics will be permitted to work on the equipment, with the exception of mutually agreed to minor repairs. The Owner/Lease Operator and/or his replacement driver shall be responsible for ensuring that their vehicles are available for their scheduled appointment for the shop to conduct all preventative maintenance, inspections and repair activities as required. It is agreed and understood that all preventative maintenance work shall be accomplished on a predetermined monthly schedule.

- 13.03 The Company shall provide the manufacturer's warranty on new parts, which shall be stated on the work order, used to repair the Owner/Lease Operator's equipment. The Company shall provide a minimum of a thirty (30) days warranty on labour for any repairs effected by the Company on the Owner/Lease Operators equipment. Owner/Lease Operators shall not be responsible for the costs and/or payment of any repairs, maintenance costs, parts or supplies where the Owner/Lease Operator does not receive a copy of any work order, which shall be deposited in the Owner/Lease Operators secure locker / vehicle information center within three (3) days of any work being completed. Owner/Lease Operators will be required to sign and acknowledge the receipt of the work order.
- 13.04 Shop rates as provided by the Company shall be:
- Year 1 - \$53.00
 - Year 2 - \$54.00
 - Year 3 - \$55.00
 - Year 4 - \$56.00
- 13.05 When an Owner/Lease Operator is required to have a two-way radio and/or computer in his truck, the Company shall pay for all such equipment, installations, and maintenance of such equipment.
- 13.06 The use of third party companies that are not recognized by the Company, for the purpose of repair or modification of the equipment must first receive authorization from the District Manager or his designate prior to any such activities taking place. The Owner/Lease Operator shall be responsible for ensuring that all repairs to the equipment are carried out with due diligence.
- 13.07 The Owner/Lease Operator shall be responsible for insuring the cleanliness and good appearance of the truck, consistent with Company standards. The Company shall provide a truck wash bay at no cost to the Owner/Lease Operator.
- 13.08 If an Owner/Lease Operator's equipment breaks down, the Company will make all reasonable efforts to reallocate Company equipment. The Owner/Lease Operator shall not be responsible for repairs of such equipment, provided there is no negligence in the care of the Company's equipment.
- 13.09 The Company shall provide terminal facilities and parking space. The Owner/Lease Operator shall have the right to park his equipment at a location of his choosing subject to Company approval.
- 13.10 The Company shall make available to the Owner/Lease Operator diesel fuel at the Company's monthly average purchase price subject to the following fuel surcharge:

It is agreed by the Parties for the purposes of this calculation that the base fuel cost as of April 1 2005 shall be established at no less than ninety cents (\$0.90) per litre including G.S.T.. For each and every four cent (\$0.04) increase to the base fuel cost in any calendar month an Owner/ Lease Operator shall receive an additional

one cent (\$0.01) per yard for that calendar month. This fuel surcharge shall be paid in accordance with Article 14.03. It is understood and agreed where the fuel surcharge is being paid to the Owner/ Lease Operator and there is a decrease in the monthly average fuel prices the same calculation as referenced shall be applied inversely; e.g.

Fuel cost: 94 cents (\$0.94) O/O receives additional 1 cent (\$0.01) per yd
 Fuel cost: 98 cents (\$0.98) O/O receives additional 2 cents (\$0.02) per yd

13.11 The Company shall establish a fixed rate charge out chart. This chart shall include scheduled service maintenance and other services. This chart shall be posted in the maintenance manager's office and shall form part of this Collective Agreement.

Vancouver Fleet Services
 Standard Repair Times

JOB	Min. time (in hrs)	Max. time (in hrs)
PM 150	1.5	2.5
PM 300	2	4
PM 1200	3	5
PM 2400	4	6
Brake jobs per axle	3	6
Brake adjustments tandem axle	N/A	1
Brake Pot	N/A	1.25
Slack Adjuster	N/A	1
Tires Re & Re	N/A	1
Tires Re & Re – 425's	N/A	1
Flat Repairs	N/A	1
Flat Repairs – 425's	N/A	1
Truck Washing	N/A	\$55 flat rate
Truck Washing done by the operator	N/A	\$25 flat rate

All hours will be billed out at the shop rate per hour. Jobs will vary depending on the unit, and work involved, so the min. time and max. times will be used for the above jobs. All other repairs will be charged at the hourly rate and according to standard repair times.

ARTICLE 14 - COMPENSATION AND PAY PERIODS

14.01 The Company will guarantee a minimum of five hundred and fifty (550) yards per day, averaged on a monthly basis, for each Front-Load route in effect.

Effective April 1, 2005, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and thirty-nine cents (\$1.39) per yard.

Effective April 1, 2006, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and forty three cents (\$1.43) per yard.

Effective April 1, 2007, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and forty-six cents (\$1.46) per yard.

Effective April 1, 2008, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and fifty cents (\$1.50) per yard.

It is agreed by the Parties that a premium of one and one half (1 1/2) times the yardage rate shall be paid for all yardage collected in the following circumstances;

- (a) where an Owner/Lease Operator has completed his assigned route and is offered additional work by the Company
- (b) where an Owner/Lease Operator is offered additional work by the Company outside the standard work week.

Any such additional work shall be offered to the Owner/Lease Operators by seniority and further it is understood that an Owner/Lease Operator shall only receive this premium on the yardage collected and this work shall not be subject to the guarantee referenced in this Article.

Where a Owner/Lease Operator and/or his replacement driver is required by the Company to attend any operational/safety meeting or training he shall be compensated at the rate of thirty seven dollars and fifty cents (\$37.50) per hour for a minimum of one (1) hour.

- 14.02 Where the Company determines there is a necessity to reinitiate Owner/Lease Operators into the Roll-Off line of business, the parties shall meet to establish a rate schedule. Where there is a dispute to the rates paid and the parties do not agree, the matter shall be referred to arbitration.
- 14.03 The Company shall, on each Owner/Lease Operator's pay statement, provide full particulars of all earnings and deductions, which would include any repair or work orders issued from any source, for the period. This statement shall indicate all earnings and deductions up to and including the last working day of the month. The statement and pay cheque shall be provided to each Owner/Lease Operator by the fifteenth (15th) of the following month. Either party shall have a maximum of thirty (30) days from receipt/issuance of the statement to notify the other party in writing of any disputed items. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the disputed item shall be deemed to be correct and any grievance deemed to be abandoned. All unresolved disputes shall be subject to the grievance procedure as set out in this Collective Agreement.
- 14.04 An Owner/Lease Operator shall receive a draw on his earnings on the fifteenth (15th) and the end of each month. The amount of the draw shall be mutually agreed to by the Owner/Lease Operator and the Company. Each draw shall be by electronic deposit.
- 14.05 The Owner/Lease Operator shall be responsible for and shall pay the following: equipment licensing fees, insurance premiums and deductibles; equipment maintenance and repair expenses, fuel, oil, parts, and tires; UIC, CPP, and Income Taxes; Conditional Sale or Lease payment; levies, fines, or assessments as agreed to in this Collective Agreement. The Company shall retain the right to deduct the amount owing from the Owner/Lease Operator's month end statement.

- 14.06 Where an Owner/Lease Operator is unavailable for work due to absenteeism, the Owner/Lease Operator shall provide a replacement operator at the Owner/Lease Operator's expense.

Where an Owner/Lease Operator provides a replacement driver, and that replacement driver works in excess of forty (40) hours in any one month, the Company shall deduct from the Owner/Lease Operator's monthly statement an amount equivalent to union dues for that replacement driver in that month and shall remit this amount to the Union before the 25th day of the following month.

- 14.07 It is agreed and understood by the parties that Owner/Lease Operators and/or replacement drivers are expected to complete their assigned route on a daily basis. Where an Owner/Lease Operator and/or replacement driver is unable to complete his assigned route on any given day for any reason, the Owner/Lease Operator and/or replacement driver shall have the option of forfeiting his assigned route or any portion thereof, to the Company. The Owner/Lease Operator and/or replacement driver shall give, where practical, at least four (4) hours notice to dispatch of any forfeiture.

It is understood that where the forfeiture of work occurs on a consistent basis, such work will be subject to an immediate review by the Owner/Lease Operator and/or replacement driver and the Company and the route may be amended or revised to allow for the completion of the route on a daily basis.

- 14.08 Where the Owner/Lease Operator forfeits his assigned route and should the Company require the Owner/Lease Operator's equipment to complete the route, the Owner/Lease Operator shall be contacted immediately for permission to use his equipment. The Company shall be responsible for all fuel and for fluids used during the course of such use and the Company shall be responsible for ensuring that proper pre-trip and post-trip inspections are done. The Company shall not be responsible for repairs of such equipment provided there is no negligence in the care of the Owner/Lease Operator's equipment.

- 14.09 At no time shall the Company use the Owner/ Lease Operators equipment without the Owner/ Lease Operators permission

ARTICLE 15 - ATTENDING COURT & MEDICAL EXAMINATIONS

- 15.01 The Company shall grant a leave of absence without pay to Owner/Lease Operators who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Owner/Lease Operator's private affairs subject to Article 14.06.

- 15.02 The Company, the Union and the Owner/Lease Operator shall all co-operate in all matters of safety and health. The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. The Owner/Lease Operator retains the right to be examined by his own physician.

ARTICLE 16 - BEREAVEMENT LEAVE

16.01 In the event of the death of an immediate family member and upon the request of an Owner/Lease Operator, a leave of absence of up to three (3) working days shall be provided to the Owner/Lease Operator subject to Article 14.06.

Immediate family shall be defined to include a spouse (including common-law), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmothers and grandfathers.

ARTICLE 17 - INTERVIEWS, ACCIDENTS & DISCIPLINE

17.01 The Company has the right to discipline and discharge for just cause and/or for breach of the Owner/Lease Operator Contract. All such action must be acknowledged by the Owner/Lease Operator's signature with a copy retained by the Owner/Lease Operator. In instances of discharge, the Business Representative must be notified and a grievance for discharge shall begin at Step 3 of the Grievance Procedure; other disciplinary action will be taken after discussion with the Owner/Lease Operator and other relevant individuals.

17.02 Where an Owner/Lease Operator is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could give rise to discipline, a Shop Steward of the Owner/Lease Operator's choice must be in attendance. It is agreed that time is of the essence.

17.03 An Owner/Lease Operator shall be given a copy of the fact finding upon request.

17.04 All disciplinary action shall be subject to the grievance and arbitration procedure.

17.05 In any instance where an Owner/Lease Operator incurs a levy, fine and/or assessment and is required to pay the levy, fine and/or assessment, the Owner/Lease Operator shall be allowed prior to the remittance of the applicable amounts, the opportunity to have a fact finding or investigation held to determine as to whether the Owner/Lease Operator or the Company shall incur the liability.

17.06 The Owner/Lease Operator shall immediately advise the Company in the event of a breakdown and/or accident, and report all details in writing.

17.07 In the event an Owner/Lease Operator or his equipment is unavailable to perform the services due to unforeseen circumstances or otherwise, the Owner/Lease Operator shall immediately so advise the Company.

17.08 It is understood and agreed that the Company shall have the right, where there is cause, to request that an Owner/Lease Operator terminate the employment of his replacement driver.

ARTICLE 18 - LICENSING AND INSURANCE, W.C.B. AND NEW EQUIPMENT PURCHASES

18.01 It is agreed that all Owner/Lease Operator equipment will be properly licensed and insured. The Company shall provide the licenses and insurance. The Owner/Lease Operator shall pay all costs of such licenses and insurance and all fleet plan and/or safe driver rates shall be returned to the Owner/Lease Operator.

The insurance policy shall provide ten million dollars (\$10,000,000.00) third party liability and one thousand dollars (\$1,000.00) deductible on collision. In the event of third party damage, the Company shall forward such claim under the Company's third party insurance policy to the Company's insurance carrier for settlement.

- 18.02 The Company shall remit to the proper authorities the necessary premiums or assessments for each Owner/Lease Operator and their replacement drivers employed under the terms of this Collective Agreement. The said remittances and/or premiums will ensure that the coverage each Owner/Lease Operator and their replacement drivers would receive would be at the maximum allowable benefit paid under the W.C.B. Act.

Where any Owner/ Lease Operator or his replacement driver is actively engaged in other business endeavours, this information must be disclosed to the Company.. Failure to disclose this information may result in the termination of the Commercial Contract and/or the termination of employment.

Where applicable an Owner/ Lease Operator or his replacement driver who is actively engaged in another business endeavour he shall be required to provide proof of WCB coverage.

- 18.03 Owner/Lease Operators shall be involved in the component specifications of any new equipment offered by the Company. Both parties recognize that Company mandated specifications will override Owner/Lease Operator requests.
- 18.04 Any equipment that is either purchased from the Company or sold to the Company by the Owner/Lease Operator shall be purchased or sold in good operating condition and state of repair. In the event the parties cannot agree on the operating condition or repairs necessary to effect said condition an independent estimator shall be mutually agreed to by the parties to determine the condition and repairs needed. The cost of such estimator shall be paid equally by the Owner/Lease Operator and the Company.

ARTICLE 19 - SAVINGS

- 19.01 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.
- 19.02 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 enter into immediate collective bargaining negotiations, upon the request of the Union or the Company, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In this Article, "technological change" shall mean:

- (a) the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized; and
- (b) a change in the manner in which the Company carries on its work undertaking or business that is directly related to the introduction of that equipment or material.

20.02 If the Company introduces a technological change that will directly result in the termination of any regular Owner/Lease Operator:

- (a) The Company will provide sixty (60) days advance written notice of the technological change to the Union. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular Owner/Lease Operators who will be terminated as a direct result of the technological change.
- (b) The Company will, upon the request of the Union, meet with the Union as soon as possible after providing the above notice in order to discuss the technological change.

ARTICLE 21 - DURATION

21.01 This Agreement shall be in full force and effect from and including April 1, 2005, to and including March 31, 2009, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of March 31, 2009, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

21.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Company shall lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

21.03 The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia from this Agreement.

21.04 If notice to commence collective bargaining has been given and the term of this Collective Agreement has expired, neither the Company nor the Union shall, except with the consent of the other, alter any term or condition of employment, until

- (a) a strike or lockout has commenced,
- (b) a new Collective Agreement has been negotiated.

21.05 An Owner/Lease Operator shall not strike during the term of this Collective Agreement and a person shall not declare or authorize a strike of those Owner/Lease Operators during that term.

The Company shall not during the term of this Collective Agreement lock out an Owner/Lease Operator bound by this Collective Agreement.

SIGNED this _____ day of _____, 2005.

WASTE MANAGEMENT OF CANADA CORP.
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #1

BETWEEN:

WASTE MANAGEMENT OF CANADA CORP.
COQUITLAM, BC

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Mediation Prior to Arbitration

The parties agree that any grievance or difference of interpretation of the Collective Agreement shall be referred to Labour Relations Board Mediator, Jim Kelly, following the conclusion of the grievance steps and prior to arbitration.

SIGNED this _____ day of _____, 2005.

WASTE MANAGEMENT OF CANADA CORP.
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BETWEEN:

WASTE MANAGEMENT OF CANADA CORP.
COQUITLAM, BC

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Union and the Employer agree that the current piece rate of one dollar and thirty-nine cents (\$1.39)/yard or any negotiated increase is intended to apply with regard to all yards collected by the Owner/Lease Operators inclusive of yards collected during a period exceeding the standard work shift in a day or sixty (60) hours in a week.

The Union and the Employer agree that this piece rate provides compensation to the Owner/Lease Operators on terms which, considered together with the other provisions of this Agreement governing hours of work, and uniforms, meets or exceeds the requirements of Part 4, Part 5 and Section 25 of the Employment Standards Act.

The parties recognize and agree that the piece rate of one dollar and thirty-nine cents (\$1.39)/yard or any negotiated increase represents a consolidated rate which exceeds the parties approximation of the wages which would be received by Owner/Lease Operator based on a lower piece rate per yard with the application of daily overtime and vacation provision of the Employment Standards Act.

In the event that an arbitrator or the Director of Employment Standards determines this Letter of Understanding does not meet or exceed the requirements of Parts 4 and 5 and Section 25 of the Employment Standards Act or is otherwise invalid, the parties will forthwith enter into negotiations for the purpose of reaching an agreement on a new piece work rate per yard.

SIGNED this _____ day of _____, 2005.

WASTE MANAGEMENT OF CANADA CORP.
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

COMMERCIAL OWNER/LEASE OPERATOR CONTRACT

This Commercial Contract (hereinafter the "Commercial Contract" or "Contract") is made between Waste Management of Canada Corporation (hereinafter called the "Company") and _____ [name of corporation] (hereinafter called the "Operator") this _____ day of _____, 2005.

WHEREAS

1. COMPANY provides waste disposal services to its customers in the Greater Vancouver Area and the provision of such service includes:
 - (a) distribution to each customer of equipment for collection of waste before removal by COMPANY. Such equipment to include containers, castors for the containers and other accessories such as paint and decals;
 - (b) removal of waste at scheduled times; and
 - (c) the disposal of the waste so collected and removed at a designated disposal area.
2. OPERATOR operates a waste removal service and possesses the equipment, labour and skill required by the Company in order to provide the removal aspect of the waste collection, removal and disposal services described above
3. COMPANY desires to engage Operator as a Dependant Contractor to perform services for the Company namely the removal and haulage of refuse.
4. COMPANY and the Union have entered into a collective agreement, which governs the services to be provided by Operator and the remuneration to be paid by Company to Operator.
5. COMPANY and Operator have agreed to certain other matters in connection with the delivery of services by Operator including those terms applicable to the purchase and sale or lease of the motor vehicle by Operator from Company.

THEREFORE

1. Vehicle Arrangements

Strike out the inapplicable section below:

1.1 The Operator owns the motor vehicle and equipment described in Schedule "A" attached to this Commercial Contract (collectively the "Vehicle" or "Equipment").

OR

1.2 The Operator is leasing from the Company the motor vehicle and equipment described in Schedule "B" attached to this Commercial Contract (collectively the "Vehicle" or "Equipment") on the terms specified in Schedule C.

1.3 Schedule B -- General Provisions is hereby incorporated by reference as part of this Contract.

1.4 A reserve amount, which has been determined by mutual agreement by the Company and the Operator upon the signing of the commercial contract, which may be used by the Company to cover costs incurred by the Operator in excess of their earnings, will earn prime plus one percent (1%) per annum interest, calculated and paid monthly on the month end balance.

This reserve amount shall not exceed ten thousand dollars (\$10,000.00) unless authorized by the Operator for Front Load Operators and five thousand dollars (\$5,000.00) unless authorized by the Operator for Roll Off Operators. Within forty-five (45) days of termination of the Commercial Contract, the Company shall pay out any balance after covering all amounts owing by the Operator to the Company. Any balance in the reserve not paid after forty-five (45) days will earn five percent (5%) per month.

The monthly contribution to the reserve amount shall not exceed five hundred dollars (\$500.00) per month unless authorized by the Owner/Lease Operator except where a Front Load Owner/Lease Operators reserve amount falls below \$7000.00 the monthly contribution rate shall be Seven Hundred Fifty dollars (\$750.00) per month.

When the Front Load Owner/Lease Operators reserve amount reaches Seven Thousand dollars (\$7,000.00) the monthly contribution to the reserve amount shall not exceed five hundred dollars (\$500.00) per month unless authorized by the Owner/Lease Operator.

Deleted: .

It is agreed and understood by the parties that the afore referenced increase of the monthly contribution rate (seven hundred fifty dollars [\$750.00]) shall not be implemented until the reconciliation of the fuel charges, as referenced below, is completed.

It is agreed and understood by the parties that the update to the billing of fuel, the reconciliation, shall be done in the following manner.

The fuel charges in question, as discussed in negotiations, shall be deducted from an Owner/Lease Operators reserve amount. This deficit shall be repaid with the monthly contribution to the reserve amount not exceeding five hundred dollars (\$500.00) per month unless authorized by the Owner/Lease Operator

2. Purchases

- 2.1 (a) Any purchase of any items by the Owner/Lease Operator and charged to the Company without the Company's prior consent shall forthwith be paid by the Owner/Lease Operator to the Company together with a twenty-five percent (25%) handling charge;
- (b) The Owner/Lease Operator shall not, at any time, for any reason, pledge credit of the Company, nor incur bills, accounts or liabilities in the name of or on behalf of the Company without first obtaining the Company's consent.

3. Option

Strike out if leased

3.1 The Operator hereby irrevocably grants to the Company the right (the "Option") which may be exercised by the Company in its sole discretion (without prejudice and in addition to any other rights or remedies which the Company may have) in the manner provided for in 3.2 below upon the expiration or termination of this Contract for any reason whatsoever, to purchase the Vehicle in accordance with the provisions of section 3.

3.2 The Option must be exercised by the Company at any time within forty-five (45) days following the expiration or termination of this Contract by the Company giving notice in writing to the Operator of the exercise of the Option.

Deleted: Owner/Lease

3.3 The purchase price of the Vehicle (the "Option Price") shall be equal to the fair market value of the vehicle as determined by the Appraiser (as hereinafter defined) less any other amounts owing by the Operator to the Company under this Contract.

3.4 The Appraiser shall be an industrial equipment appraiser mutually agreed to by the Company and the Operator, who shall:

- (a) be deemed to be an expert and not an arbitrator;
- (b) not be an associate or affiliate of the Company as those terms are defined in Canada Business Corporation Act;
- (c) give his written determination of the fair market value (the "Valuation") within ten (10) days of being requested so to do by the Company.

If the Appraiser is unable to inspect the vehicle within ten (10) days of being designated by the Company due to the non-cooperation of the Operator, the Appraiser shall determine the fair market value of the vehicle based upon one hundred percent (100%) of the value of similar vehicles with similar equipment of a similar age in good operating condition and state of repair. The valuation as determined by the Appraiser shall be final and binding upon the Company and the Operator.

3.5 Within ten (10) days following receipt by the Company of the valuation, the Company shall pay to the Company's solicitors the Option Price which Option Price shall be held in trust by the Company's solicitors until such time as the Operator has executed such documents as may be necessary or desirable in the opinion of the Company acting reasonably to transfer the vehicle to the Company "Free and Clear" of all liens, mortgages, security interests, demands, charges, pledges, encumbrances, equities and adverse claims whatsoever ("Adverse Claims"). The Company may deduct from the option price any amounts necessary to pay out the discharge any adverse claims so that the Vehicle is transferred to the Company free and clear as well as any costs or expenses necessary to place the vehicle in good operation condition and state of repair. Upon the Company being satisfied, acting reasonably, that it has received title to the vehicle Free and Clear, the option price less any amounts, costs or expenses, paid, incurred or required as permitted under this subsection 3.5, shall be paid to the Operator.

4. Termination of Commercial Contract

4.1 This Contract shall take effect from and including the date signed and shall, subject to 4.2 and 4.3 below, continue in full force and effect for a period of five (5) years from and including the date. All subsequent renewals of this Contract shall be accomplished within

thirty (30) days prior to the date of the expiration of the Contract. This contract may be terminated at any time by either the Company or Operator upon written notice (the "Notice") by one to the other, whereupon this Contract shall terminate on the expiration of the thirtieth (30th) day following the day on which the notice to the other party.

4.2 This Contract may, at the option of the Company, be immediately terminated by the Company in the event of any breach or default by the Operator of any of the terms, obligations or covenants contained in this Contract or the Agreement of Conditional Sale or Lease Agreement by the Operator or in the event of the bankruptcy or voluntary liquidation of the Operator or in the event of the Operator makes an assignment for the benefits of its creditors or any similar act occurs.

4.3 If for any reason the Company is unable to make available to the Operator the pick ups in whole or in part relating to the services, the Company shall have the right to terminate this contract upon written notice (the "Notice") to the Operator whereupon this Contract shall terminate on the expiration of the last day of the month following the month in which the notice by the Company to the Operator (the "Termination Date") and in the event the Notice is so given, the Company shall be deemed to have exercised the option of the termination date, or if this Contract is terminated in accordance with 4.2 above after giving of the Notice, but prior to the Termination Date, on the date of such termination, whichever shall first occur.

5. Non-Disclosure and Competition

5.1 The Operator shall not, at any time during the currency of this Contract or following the termination of this Contract, disclose the whole or any part of the operations of the business of the Company or the services including without limitation any one or more of the following:

(a) confidential information, trade secrets, techniques, methods, processes, data and the like; books and records relating to operations, financing, accounting, sales, personnel and management, policies, the manner in which the business of Company or the services is or may be operated and conducted, the names and addresses or customers and price lists relating to the business of the Company or the services; and contracts between the Company and its customers; and

(b) at any time during a period of one (1) year following the termination of this Contract, either directly or indirectly as principal, agent, owner, partner, consultant, shareholder, director or officer, as the case may be, or otherwise howsoever, own, operate, or have any financing interest in or advance, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used whether a proprietorship, partnership, joint venture, company or other entity, legal or otherwise, whatsoever, or otherwise carry on, engage in, solicit customers in any manner whatsoever (including without limitation by way of advertising) with respect to any activity or business similar to the business of Company or the services or be connected or involved in any manner whatsoever in any activity or business similar to the business of Company or the services in whole or in part within the boundaries of the Regional District of Greater Vancouver, in the Province of British Columbia. This is not intended to restrict the individual's right to re-employment in the industry, especially in the event of layoff.

5.2 The covenants contained in 5.1 above shall be construed as if they are divided into separate and distinct covenants in respect of each aspect thereof and each distinct covenant in respect of each aspect thereof shall constitute a separate and severable covenant from all other such distinct covenants.

5.3 The Operator shall obtain from each replacement driver an agreement in favour of the Company on the same terms as provided for 5.1 and 5.2 above, modified to the extent required by the Company to make it applicable to the replacement driver.

6. General Provisions

6.1 Assignments: Neither this Contract nor any interest therein shall be assignable by the Operator in whole or in part without the written consent of the Company, which consent may be granted in Company's sole discretion.

6.2 Attorney: The Operator hereby irrevocably appoints the Company as agent and attorney for and on behalf of the Operator to execute all transfers, registrations, statements and any other documents or items in the name of and/or on behalf of the Operator and to do all things necessary or desirable relating to any other matters or things under this Contract, including without limitation the transfer of the Vehicle to the Company as contemplated above and any matters relating to or arising from insurance or settlements or claims in connection therewith.

Deleted:

Deleted:

Deleted:

6.3 No Waiver: No condonation, forgiveness, waiver or forbearance by the Company of any non-observance, non-performance, breach or default of the Operator of any of the provisions of this Contract shall operate as a waiver or forbearance against the Company in respect of any such provisions or any subsequent non-observance, non-performance, breach or default by the Operator of any of the provisions of this Contract.

Deleted:

Deleted:

6.4 Time: Time shall be of the essence of this Contract and of every part hereof and thereof.

6.5 Notices: Unless otherwise specifically provided for in this Contract all notices, demands or requests required or permitted to be given pursuant to the terms of this Contract (collectively "Notice") shall be in writing and shall be by delivery to the Company at the District Office and to the Operator at its registered office or by placing the same on the vehicle or by delivery to the driver or any of them, as the case may be and the date of receipt of any notice shall be deemed for all purposes to be the date of delivery in accordance with the above.

Deleted:

6.6 Limitation: This Commercial Contract is a private commercial contract between the Company and the individual Operator and does not form part of the Collective Agreement. Therefore, without limiting the generality of this statement, differences between the parties bound by this Commercial Contract concerning its interpretation, application, operation or any violations of such contract, are not subject to the grievance procedure under the Collective Agreement.

6.7 Schedules: Any schedules attached or annexed to this Contract shall form part of this Contract.

6.8 Entire Contract: The Company and the Operator acknowledge and agree that this Contract and the Collective Agreement sets forth the entire agreements and

Deleted:

understandings of the parties hereto and thereto in respect of the subject matters hereof and thereof and supersedes all prior arrangements, collateral agreements, representations, warranties, discussions and understandings, verbal or written, relating to the subject matters hereof and thereof as of the date of execution and delivery of this Contract.

- 6.9 Rights and Remedies: All rights, remedies and powers, legal or equitable, which the Company has, may have or may hereafter have under this Contract or by statute or otherwise shall be deemed to be cumulative.
- 6.10 Words and Phrases: In this Contract, unless the context requires, words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders; words such as "hereunder", "hereto", "hereof" and "herein" shall, unless the context clearly indicates to the contrary, refer to the whole of the Agreement as the case may be, and not to any particular paragraph or section hereof or thereof, and the word "person" and words importing persons shall include nature persons, firms, partnerships, corporations, regulatory bodies or entities, legal or otherwise.
- 6.11 Applicable Law: This Contract shall for all purposes be construed in accordance with and governed by the laws in force in the Province of British Columbia as agreements made and entered into therein by parties domiciled and resident therein and to be wholly performed therein and each party hereto irrevocably attorns to the jurisdiction of the courts of such province.
- 6.12 Enurement: This Contract shall enure to the benefit of and shall be binding upon the Company and its successors and assigns and the Operator and its successors and permitted assigns.

Deleted:

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

WASTE MANAGEMENT OF CANADA CORPORATION

By: _____
[name of operator corporation]

By: _____

Schedule A to Commercial Contract

Details of Vehicle

Year: _____

Make: _____

Model: _____

V.I.N.: _____

License Number: _____

Strike out for owner operators:

Schedule B to Commercial Contract

Lease Arrangements

Applicable only where the Vehicle is leased from the Company.

The OPERATOR hereby leases from the COMPANY, and the COMPANY leases to the OPERATOR, the Vehicle at the rate set forth below.

Details of Vehicle

Year: _____

Make: _____

Model: _____

V.I.N.: _____

License Number: _____

FINANCIAL TERMS:

OPERATOR shall pay COMPANY monthly lease payments of \$ _____ for _____ months plus applicable taxes commencing _____ 2005 on the first day of each month which shall be deducted monthly from the Operators statement during the term of this Contract..

Other Terms

When not in use for providing services to the COMPANY, the Equipment shall be parked at such location as may be agreed to by the COMPANY. The Equipment shall remain the property of the COMPANY throughout this lease and at termination of this Contract the OPERATOR shall forthwith return possession of the equipment to the COMPANY.

Witness

WASTE MANAGEMENT OF CANADA CORPORATION

Operator