Collective Agreement
Between
Teamsters Local Union No. 419
(hereinafter referred to as the Union)
And
Progressive Waste Solutions (Canada) Inc. (Simcoe)
(hereinafter referred to as the Company)

June 1, 2015 to May 31, 2020

14899 (01)

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The Union and the Company agree that the purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 **The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Provided there is an agreed to Agenda prior to the meeting, and a 90 minute time limit per meeting, both parties agree to meet a minimum of once every quarter, the chair rotates; the Company will take minutes and both parties are to agree upon the minutes prior to distribution.**

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Progressive Waste Solutions Canada Inc. in **the County of Simcoe**, excluding supervisors, persons above the rank of supervisor, office, clerical, sales staff **and current Orillia employees at 180 James Street West, unless business grows to a staff of five (5) or more.**

2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.03 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts

with the terms and conditions of this Agreement.

2.04 The Company agrees that work normally performed by bargaining unit employees shall not be performed by non-bargaining unit employees, except in the case of an emergency.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 The Union agrees that the Company retains all the traditional rights of management except as expressly limited by the Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.

4.03 The Company agrees to deduct Union initiation fees and monthly dues as specified in the Union Constitution from each eligible employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-

Billing statement showing the following information from whose pay deductions have been made:

(a) All monthly dues for member to be submitted with current address, postal code and Social Insurance Number.

(b) Twelve (12) check-offs per year (calendar month).

(c) Monthly:

- New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.

- Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.

- Addresses to be updated as well as name changes ie. marriage.

4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

4.07 The Company agrees to deduct Union dues from part-time employees when they work more than forty (40) hours in a month. Such Union dues shall be in accordance with Article 4.03. The above employees are exempt from paying initiation fees. This Article does not include agency employees.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Union may appoint or elect and the Company shall recognize **five**

(5) Union Stewards.

5.02 The Union shall advise the Company in writing of the names of the Steward, and alternate to act in the absence of the Steward, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.

The Company agrees to recognize any employees, selected by the Union Steward, to act as alternate Steward to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.

5.03 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.

5.04 The Company shall pay Stewards for negotiations through to Conciliation, but not during the Conciliation process.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration.

6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint.

6.03 Any grievance arising over the administration, interpretation or

alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within thirty (30) calendar days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.04 STEP ONE

By a conference between the aggrieved employee and his/her Manager; the employee shall be accompanied by his/her Steward. The employee's Manager shall give his/her decision in writing within ten (10) calendar days.

6.05 STEP TWO

Within ten (10) calendar days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Operations Manager, or a person or persons designated by him/her to handle such matters at Step Two. The Operations Manager or his/her designate shall schedule a meeting to be held within ten (10) calendar days from the time when such grievance was presented to him/her, or his/her designate.

At the Step Two meeting, the employee shall be accompanied by his/her Steward, and the Manager, or his/her designate, may be accompanied by officials of the Employer. The business Representative of the Union shall be present at the meeting. The Operations Manager, or his/her designate, shall give a decision in writing on behalf of the Employer within ten (10) calendar days immediately following the date of such meeting.

6.06 A Union policy grievance or a group grievance may be submitted at Step 2 to the Employer, as the case may be, within thirty (30) calendar days from the time that the circumstance giving rise to the grievance, and the grievance procedure shall apply, to the Union policy or group grievance. A Union policy grievance shall not be used by the Union to

process a grievance directly affecting the employee's which grievance an employee could institute, and the regular procedure for an employee's grievance shall not be by-passed. A Union group grievance shall only be used to process a grievance where the facts supporting the grievance are the same for all employees within the group.

6.07 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within thirty (30) calendar days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his/her designate, shall schedule a meeting between the parties to be held within thirty (30) calendar days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within thirty (30) calendar days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.

6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7.

6.10 Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

6.11 If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, of the reasons for such discharge or suspension.

6.12 If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.

6.13 If an employee is called before management for disciplinary action or to receive a reprimand and/or for an investigation which could lead to disciplinary action, a Steward or alternate Steward shall be present,

If the Company is going to impose any disciplinary action against an employee, it must do so no later than three (3) working days from the time of the occurrence which gave rise to the discipline.

6.14 Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months.

6.15 The discharge of a probationary employee shall be at the sole discretion of the Company and shall be deemed to be for just cause. In the event a part-time employee is hired to a full-time position of the same requirements and department as those of his normal part-time assignments, the probationary period shall be waived.

ARTICLE 7 - ARBITRATION

7.01 If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later.

7.02 When either party requests that a dispute be submitted to Arbitration, it shall notify the other party in writing, nominating a single Arbitrator. If the parties are unable to mutually agree on a single

Arbitrator within a reasonable period of time, then the party requesting Arbitration may apply to the Ontario Minister of Labour to appoint a single Arbitrator.

7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

7.05 The parties will each pay one-half of the remuneration and expenses to the arbitrator selected by the parties or appointed by the Minister.

7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

7.07 The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (a Company designate(s) and a Representative(s) for the Union including grievors and relevant stewards), will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty (30) days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty eight (48) hours following the hearing.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

9.01 The following straight-time hourly regular rates shall be in effect during the term of this Agreement:

Classification	**06/01/2015**	**06/01/16**	**06/01/17**	**06/04/18**	**06/01/2019**
	3%	**2%**	**2.5%**	**2.25%**	**2.25%**
Front End	**24.22**	**24.70**	**25.32**	**25.89**	**26.47**
Roll Off/Boom	**22.23**	**22.67**	**23.24**	**23.76**	**24.29**
Swing	**24.22**	**24.70**	**25.32**	**25.89**	**26.47**
Rear/Side	**19.14**	**19.52**	**20.01**	**20.46**	**20.92**
Tractor Trailer	**24.22**	**24.70**	**25.32**	**25.89**	**26.54**
Loader/Thrower	**15.76**	**16.08**	**16.48**	**16.85**	**17.23**
Licensed Mechanic	**30.10**	**30.70**	**31.47**	**32.17**	**32.90**
Apprentice 2*	**23.07**	**23.53**	**24.12**	**24.66**	**25.21**
Apprentice 3*	**27.00**	**27.54**	**28.23**	**28.87**	**29.52**
Registered Apprentice	**17.39**	**17.74**	**18.18**	**18.59**	**19.01**
Licensed Welder	**20.26**	**20.67**	**21.19**	**21.67**	**22.16**
Welder/Container Maintenance	**15.76**	**16.08**	**16.48**	**16.85**	**17.23**
Tire/Maintenance	**20.29**	**20.70**	**21.22**	**21.70**	**22.19**
Sorter/Yard Maintenance	**13.50**	**13.77**	**14.11**	**14.43**	**14.75**
Equipment Operator	**18.00**	**18.36**	**18.82**	**19.24**	**19.67**
Lead Hand	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**
Shift Premium (any shift starting after 12pm)	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**

All classifications increased by three percent (3%) per year in Year 1 of the Collective Agreement, by two percent (2%) per year in Year 2, by two and one half percent (2.5%) in Year 3, and by two and one quarter percent (2.25%) in Year 4 and Year 5 of the Collective Agreement.

Rates are retroactive to June 1, 2015.

* **Apprentice 2 – Successfully completed first "intake" program**
* **Apprentice 3 – Successfully completed second "intake" program**

9.02 The company will implement an incentive program during the life of this agreement, it shall negotiate it with the Union. **This shall be an Agenda item at the Joint Labour/Management meetings prior to implementation of the plan.** If the parties fail to agree on the terms and conditions then either party may file a grievance.

9.03 All employees shall be paid by direct deposit on a bi-weekly basis, and no more than one (1) week's pay shall be held back.

9.04 The Company agrees to provide new uniforms as per past practice (and a cleaning service for such uniforms will be provided for maintenance employees only), following completion of the employees probationary period. **Winter gear will be provided to maintenance in October of each year.**

9.05 The Company agrees to provide a semi-annual safety boot allowance of ($225.00) for all employees in the first pay period in **October and April each year.**

*Safety boot allowance to be paid on a separate cheque

9.06 Mechanics will receive on an annual basis a tool allowance of **up to $600 upon the submission of appropriate receipts**, this allowance to be paid out on the first pay period of June of each year on a separate cheque.

9.07 Wearing of safety boots is mandatory at all times, along with hard hats when dumping at all tipping facilities.

9.08 When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 6 and 7 hereof.

During any time that the matter remains in dispute, the Company will continue to assign the work in question and the employee to whom it is assigned shall be continued at the regular rate he held immediately prior to such new or allegedly new work assigned. Any change of rate resulting from the final disposition of the matter shall be effective on the date the Company notified the Union in writing of new work, or on the date the Union alleged in writing that new work had been introduced.

Severance

In the event of a permanent lay-off, the employees will receive the following severance pay : 2 weeks pay at their applicable hourly rate based on 45 hours per week for each year of service, prorated for partial year.

ARTICLE 10 - HOLIDAYS

10.01 The following paid holidays, regardless of when they fall, will be granted to all employees after they have completed their probationary period.

New Year's Day Civic Holiday

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In order to be eligible for holiday pay, an employee must have worked his last normal shift immediately before and his first normal shift immediately after the holiday in question, unless the employee provides reasons for his absence which would be acceptable to the Company.

10.02 The payment of Statutory Holiday pay shall be as follows:

All employees shall receive nine (9) hours at the applicable classification hourly rate.

10.03 In the event that a Statutory Holiday falls on a non-scheduled work day, the employee at his option may choose another day in lieu thereof or the holiday pay. If another day in lieu is chosen, it must be by mutual agreement.

ARTICLE 11 - VACATIONS

11.01 The company will grant vacation with pay on the following basis:

The weeks of entitlement and pay are based on the anniversary date of employment with the Company.

(a) Employees who have 0-1 year service shall be entitled to one (1) day per completed month of service to a maximum of ten (10) days and 4% of their gross earnings.

(b) Employees who have 1 - 5 years of service shall be paid 4% of their gross earnings, and granted two (2) weeks' vacation.

(c) Employees who have between 5 and 10 years of service shall be paid 6% of their gross earnings, and granted three (3) weeks'

vacation.

(d) Employees who have greater than ten (10) years service shall be paid 10% of their gross earnings and granted four (4) weeks' vacation.

(e) "Gross annual earnings" means the employees gross earnings to date (including vacation pay).

(f) Choice of vacation periods shall be based upon seniority, providing management can maintain a work force sufficient to do the job that is necessary. Vacations due in any year must be taken in the calendar year. Exception - during the period from June 15 through September 15, the maximum of two (2) weeks' vacation entitlement may be taken in an effort to provide vacation time for other bargaining unit employees to enjoy time off during this period.

(g) Vacation pay shall be paid out once per year on the first pay date pay date in December. Employees scheduled to go on vacation may request an additional payout.

(h) All vacation requests must be made in writing by January 31st of each year (if not, the company will assign by seniority). In return, the Company will confirm by February 28th of each year for vacation requests. **Vacation must be requested in a minimum of one (1) week blocks.**

(i) All employees entitled to 2 weeks or more must take minimum of two (2) weeks of vacation.

11.02 Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.

11.03 If a Paid Holiday falls within an employee's vacation (including Saturday or Sunday), at the employee's option, he may choose another

day in lieu thereof or the Holiday pay. This choice must be made prior to going on vacation. If another day in lieu thereof is chosen, it must be mutually agreed upon prior to the date it is taken.

11.04 **Vacation Allotment: Up to Six (6) Residential driver positions per week will be allowed to take vacation, provided such drivers submit their vacation requests by January 31. Requests received after January 31 will result in only four (4) residential driver positions allowed to take vacation. Vacation allotments for all other classifications remain unchanged.**

ARTICLE 12 - SENIORITY

12.01 Seniority will be established for each company location and a new employee will be considered on probation until he has worked for the Company for a total sixty (60) days worked. His seniority shall then date back to the first day of hiring.

12.02 (a) Every employee covered by this Agreement will be classified in accordance with a job title and a wage classification within that job title as set forth in Article 9.01.

(b) In dealing with job postings, skill, ability and qualifications being sufficient, seniority shall be the governing factor.

(c) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases relating to filling job vacancies, transfers, lay-offs and recalls after lay-off, senior employees shall be entitled to preference, providing he or she possesses the skill, ability and qualifications to perform the available jobs.

(d) In the event of a lay-off, seniority shall be on a bargaining unit basis; probationary, temporary, and part-time employees shall be the first to go in order of seniority, and then the lay-off shall be on the basis of seniority, providing the employees who remain have the skill, ability and qualifications to perform the available jobs.

When recalling employees, they shall be recalled in order of

seniority, providing they have the skill, ability and qualifications to perform the available jobs.

The Company agrees that, in the event an employee is laid off in one classification, he or she shall have the right to bump the junior employee in another classification, providing that employee has the skill, ability and qualifications to perform the available jobs.

(e) Full-time employees with recall rights will be recalled on a temporary basis in order of seniority, provided the employee on lay-off is competent to perform the available work.

12.03 (a) When a vacancy occurs, notice of such vacancy shall be posted upon the bulletin board and shall remain posted for a period of three (3) working days and eligible employees will have the right to bid for the position. Selections to such positions shall be made on the basis of seniority, providing the employee has the skill, ability and qualifications to do the job.

Once an employee has been selected for a vacancy, he may be required to remain in that job for a minimum of six (6) months before he is eligible to bid on another vacancy.

Vacancies resulting from the first vacancy will not be posted.

In each case, when the Company fills vacancies resulting from the first posting, they will post the name of the successful employee on the bulletin board. If any employee feels that he has not been given due consideration when job vacancies are being filled, he will have the right to file a grievance and have his case decided through the grievance and arbitration procedures.

(b) The Company agrees that any temporary vacancy shall be posted indicating the duration. The successful candidate of the temporary vacancy must remain for the duration of the vacancy. The only exception will be if the employee is eligible for a permanent vacancy.

(c) All daily transfers of employees shall be made in accordance with seniority, providing they are qualified, providing it is at a higher rate of pay. If a senior employee cannot be moved because of the efficiency of operation, that employee shall receive the higher rate of pay.

12.04 A seniority list shall be placed on the bulletin board and will be revised by the Company at least every six (6) months. Such list shall show the employees' starting date and classification and copies of such lists shall be forwarded to the Union.

12.05 On each occasion that an employee is absent from work due to sickness or accident, he will be granted sick leave on the following basis: his seniority will continue to accumulate up to the equivalent of his length of service for a period not exceeding one (1) year.

12.06 An employee shall lose all seniority and his employment shall be terminated if he:

(a) Voluntarily quits the employ of the Company;

(b) Is justifiably discharged;

(c) Is laid off for a period of more than twelve (12) months;

(d) Fails to report for work within seven (7) calendar days of the sending by registered mail of notice to return to work following a lay off.

(e) Overstays a leave of absence without a reason acceptable to the Company;

(f) Is absent for over three (3) consecutive days without notifying the Company and producing a reason for his absences acceptable to the Company;

(g) Will not consent to a Company requested physical examination.

If there is a discrepancy between the Company doctor and the employee's doctor concerning an employee's medical condition, then a

third doctor will be selected by the Company and Union and his evaluation shall be accepted by the parties.

12.07 It shall be the duty of the employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach such employee.

12.08 The Company agrees that when it becomes necessary to train employees for a specific job classification, they shall post the training position. Selection of a candidate shall be in accordance with seniority, providing the employee is qualified.

The Company agrees to offer training to employees, with pay, in accordance with seniority, to be cross-trained on other classifications . The training sessions shall be posted one (1) week in advance of such training. All training sessions will be held by the Company on an as required basis.

12.09 An employee who is promoted to a position outside of the bargaining unit will continue to accumulate seniority for six (6) months. If the employee returns to the bargaining unit within the period of six (6) months, he will retain his accumulated seniority. If he does not return to the bargaining unit within six (6) months for any reason, he will forfeit all seniority.

12.10 In the event the Company relocates and moves to another location, the employees will have the option to relocate with the Company to the new location.

12.11 For the purpose of mergers or amalgamations of other PROGRESSIVE WASTE SOLUTIONS CANADA INC. (BARRIE) operations or acquisition of other companies or employees transferring from other PROGRESSIVE WASTE SOLUTIONS CANADA INC. (BARRIE) operations not covered by the Agreement, there shall be no dovetailing of seniority.

Notwithstanding the aforementioned, should the Company make an acquisition, the Company may for a period of six (6) months utilize those drivers from the acquired Company. The purpose of this clause

is to ensure the sales and service agreements are met.

12.12 Notwithstanding their seniority status, stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one steward, the steward's company seniority at his location shall determine his preferential position for lay off.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 (a) Leave of absence without pay to attend Union conventions and conferences may be granted to not more than one (1) employee for a total period not exceeding in the aggregate twenty (20) days in any one (1) calendar year. Not more than one (1) employee may receive leave hereunder at any one time. Applications for such leave of absence shall be made by the Union in writing at least six (6) months prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans.

(b) The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans.

13.03 **Pregnancy and Parental Leave**

Pregnancy and parental leave shall be in accordance with the Ontario Employment Standard's Act.

13.04 **Bereavement Leave**

In the event of death in an employee's family, that is: father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law,

grandparents, and grandchildren, the employee shall be entitled to be absent from work for a period of three (3) working days, without loss of pay.

13.05 **Jury Duty**

In the event an employee is called and serves on a jury, upon proof, the Company shall continue the employee's regular weekly pay during the approved Jury Duty Leave. The employee shall notify his supervisor promptly when called and shall remit promptly to the Company all monies received for said service.

ARTICLE 14 - HEALTH AND WELFARE

14.01 (a) The Company agrees to provide to all eligible employees who have completed their probationary period Group Insurance Benefits coverage as outlined in the PROGRESSIVE WASTE SOLUTIONS CANADA INC. (Group Benefits Booklet which was in effect at the time of ratification of this Agreement at no cost to the employees. There shall be no changes to the PROGRESSIVE WASTE SOLUTIONS CANADA INC. Group Benefit Coverage which has a negative effect on the majority of the employees. A copy of the PROGRESSIVE WASTE SOLUTIONS CANADA INC. Canada Inc. Group Insurance Benefits shall be forwarded to the Local Union office.

Short Term Disability coverage (STD) will come into effect on June 1, 2016 for all employees. The coverage will be as per the policy in effect on June 1, 2016.

(b) The Company agrees to contribute 3% of Employees gross earnings to the Company RSP plan providing the Employee has completed his probationary period and has contributed 3% of gross earnings. The Company to provide a copy of the plan to the Union and the Employee.

14.02 The Company shall provide the employee and Steward with a copy of the "Form 7" in the event of a compensable accidental injury. Providing employee authorized release.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 (a) First Start time between 4:00 a.m. and 9:00 a.m.

Second start time between 3.00 pm and 4:00 pm. (Mechanics)

Start times may be changed when mutually agreed to.

The positions for the Tuesday to Saturday work week shall be posted. If there are no applicants, the Company shall assign employees in reverse order of seniority.

Exception to the above: A Tuesday to Saturday work week will apply for no more than two (2) employees in each classification.

(b) The Company will grant two (2) fifteen (15) minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift, and a one-half (1/2) hour paid lunch break. Effective June 1, 2013 the paid one-half hour lunch break will be discontinued, and will be an unpaid one-half hour lunch break.

15.02 Overtime shall be paid at time and one-half and will be paid after 9 hours in a day unless the employee fails to work the full week without authorized leave. All other overtime will be paid after 44 hours.

Any work performed on a Saturday, Sunday, or Statutory Holidays shall be paid at time and one-half. Saturday excluded for the Tuesday to Saturday shift.

15.03 An employee temporarily transferred to another job will receive his own job rate or the other job rate, whichever is higher.

15.04 Saturday, Sunday and Statutory Holiday - overtime shall be on a rotating basis. If there are no volunteers for overtime, reverse order of seniority shall apply.

15.05 If a route is deleted or merged, the Driver shall have the right to exercise his seniority to bump the junior employee in his classification.

15.06 An employee who cannot report on time or who is sick and unable to come to work, shall inform his supervisor as soon as possible prior to the beginning of his shift and no later than shift start.

15.07 The Company will give at least two (2) hours' notice of overtime except for reasons beyond its control.

15.08 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

15.09 **Full time employees reporting to work shall be paid a minimum of four (4) hours of call in pay.**

ARTICLE 16 - NO DISCRIMINATION

16.01 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 17 - BULLETIN BOARD

17.01 The Company will provide the Union with one (1) bulletin board **at each location** for the posting of Union notices. The parties agree that only notices that are signed by a Union official and approved by the

Company will be posted on the bulletin board.

ARTICLE 18 - HEALTH & SAFETY

18.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Ontario Labour Relations Act, Occupational Health and Safety.

18.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

18.03 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement shall, unless changed by mutual consent, continue in full force and effect from the **1st day of June 2015 to the 31st day of May 2020** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

19.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.

19.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new

Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

DATED AT BARRIE THIS 12TH DAY OF NOVEMBER, 2015

FOR THE COMPANY:

Kevin Walton

FOR THE UNION:

KEN DEAN

PETER STASINIAK

CLIFF WEEKS

CHRIS SHIPMAN

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