



COLLECTIVE AGREEMENT

Progressive Waste Solutions Canada Inc.

- and -

Teamsters Union Local 879

Effective: May 1, 2016 to April 30, 2021

13450(05)

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Collective Agreement

Entered into this day of August, 2016.

Between:

Progressive Waste Solutions Canada Inc.

(hereinafter referred to as the "Company")

- and -

Teamsters Union Local 879

(hereinafter referred to as the "Union")

1 Recognition

1.1 Progressive Waste Solutions Canada Inc., hereinafter referred to as the Company or the Employer, recognizes Teamsters Union Local 879, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees employed as Commercial Drivers, Commercial Driver Helpers and Production Employees in the Essex, Kent, and Lambton Counties, excluding Maintenance and other employees, Foremen, and those above the rank of Foreman.

1.2 The Employer and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and, as set forth herein, to describe the basic agreement controlling rates of pay, hours of work, dispute procedure, and conditions of employment. The Union recognizes that the Company must be kept in a strong competitive market position which means it must carry on business with the highest possible efficiency and the Union agrees to support the Company in attaining said objective.

1.3 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

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

2 Union Security

2.1 All employees covered by this Agreement shall, at all times during their employment, maintain Union membership in good standing as a condition of employment.

2.2 All newly hired employees, shall within Ninety (90) days of hiring, become Union members and, similarly, maintain their Union membership in good standing, as a condition of employment.

2.3 All newly hired employees shall, on the day of hiring, be required to complete and sign application for membership and dues deduction authorization in the form provided by the Union. The Employer shall forward the application portion of such form to the Union, forthwith, and shall retain the dues deduction portion.

2.4 Upon termination of employment, any dues deducted or retained by the Employer will be returned to the union on the next payment installment

2.5 The Union shall advise the Employer from time to time of the amount of the monthly Union dues for members.

2.6 The Employer agrees to deduct from the first pay cheque in each month the monthly dues of each employee in the bargaining unit and shall remit the same together with a list of the employees from whom such deductions are made, no later than the tenth (10) day of the month following the month during which such monies were deducted.

2.7 All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's initiation fee, fifty dollars (\$50.00), upon completion of the probationary period, in twenty-five dollar (\$25.00) increments. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

2.8 The Union will notify the Employer, in writing, of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees and the Employer will immediately commence deductions in amounts prescribed by the Local union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.

2.9 Such notice of arrears served on the Employer shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Employer.

2.10 It is understood and agreed that the Union shall save the Company harmless from any and all claims which may be made against it by an employee for amounts deducted from wages as herein provided.

3 Stewards

3.1 The Company acknowledges the right of the Union to appoint a Steward and, if the operations are such as cannot be covered by one Steward, additional Stewards may be appointed. The Chief Steward shall work on a steady day shift where possible at each facility (location).

3.1.1 The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

- 3.2 Wherever possible, grievances shall be processed during the normal working hours of the Steward. A steward shall receive their regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. Prior to leaving their normal duties the Steward must obtain the permission of their supervisor and in any event the Steward shall be responsible for the same quantity and quality of work as other employees.
- 3.3 If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall receive their regular rate of pay for all time spent during the processing of the grievance with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. The provisions of this section are not subject to daily call-in guarantee or the overtime provisions of this Agreement.
- 3.4 Should the Company find that a steward's activities interfere with the normal course of their duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Section 10.02 of the Grievance and Arbitration Article of this Agreement.
- 3.5 The company will notify the Union by telephone (to be followed in writing) or by email prior to the suspension or discharge of a steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void
- 3.6 For the purpose of processing specific grievances or disputes, Business Representatives shall have access to pertinent records on the employee relating to the grievance. Such pertinent Company records will be made available immediately during the office hours of the Company.
- 3.7 The Company agrees to pay any and all members of the bargaining unit (maximum two (2) persons), while they are attending negotiations, their regular wage rate for any hours they would have normally worked. The Company and the Union shall meet prior to negotiations to establish the number of bargaining unit employees that will be allowed to attend exclusive of overtime provisions.

4 Union Activity

4.1 The Union agrees that, except with the consent of the Company, no agent or official of the Union shall engage in Union activities with any non-unit employee during working hours of such employee.

4.2 Authorized agents of the Union shall have access to the Employer's establishment during working hours to deal in the administration of the Agreement provided there is no interruption of the Employer's work.

5 Bulletin Boards

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

6 Management Functions

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

7 Temporary Help

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

7.2 The Company agrees that upon the expiration of the contract with the Municipality of Chatham-Kent, the Company will eliminate the use of a permanent route to Coxon.

8 Supervisors

8.1 Company will post supervisor and management names on Bulletin Board. Supervisors and managers will not normally perform bargaining unit work except where necessary to maintain orderly operations in cases such as emergencies.

9 Non-Discrimination

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

10 Grievance Procedure

10.1 Company agrees that any discipline will be served within 7 calendar days of the incident. Should an extension be required for an investigation, both the Company and Union must agree prior to the 7-day period expiring.

All questions, disputes and controversies arising under the Agreement or any supplement thereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

No grievance shall be filed or processed based on matters which have occurred and/or came to the attention of the employee more than seven (7) working days of the discipline being issued or the incident having occurred, save and except payment of wages issues (i.e. shortage of hours, non-payment of overtime, improper wage rate) where the grievance must be filed within six (6) months of the matter giving rise to the grievance. Grievances shall be processed from one step to the next in the grievance procedure within the time limits specified or any extensions thereof agreed to by both parties; otherwise they shall be deemed to have been abandoned. Both parties agree to exert an earnest effort to settle such grievance promptly through the noted process in the following steps:

Step 1:

When a dispute arises, the employee shall discuss the matter with his supervisor. The steward shall be in attendance if requested. The Supervisor will provide the employee with a response within seven (7) working days.

Step 2:

If the decision in Step 1 is not satisfactory to the employee, the Union shall submit the grievance in writing to the District Manager within seven (7) working days from the date the step 1 decision has been received. The District Manager or his designate, within seven (7) working days after receipt of such grievance, shall schedule a Step 2 meeting with the

Union's Business Agent. The District Manager or his designate shall provide to the Union a written response to the Union within seven (7) working days from the date of the meeting.

Step 3:

If the decision of management in Step 3 of the grievance procedure is not satisfactory to the Union, and all steps of the above grievance procedure have been complied with, the grievance may be referred to an independent mediator at the request of either of the parties hereto.

Arbitration

10.2 If the decision of management in Step 3 of the grievance procedure is not satisfactory to the Union, and all steps of the above grievance procedure have been complied with, the grievance may be referred to Arbitration at the request of either of the parties hereto.

10.3 The parties will endeavour to agree on a sole Arbitrator to hear the grievance within ten (10) working days of receiving the notice to take the matter to Arbitration. The Union and the Company will attempt to name no more than three neutral persons as potential Arbitrators. If the parties still can't agree on an Arbitrator at that point, the matter will be referred to the Minister of Labour of the Province of Manitoba who will be asked to appoint an Arbitrator.

10.4 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.5 Each of the parties to this agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Arbitrator.

10.6 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

11 Strikes, Lock-Outs and Picket Lines

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

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

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

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

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

12 Seniority

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

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

- (i) The employee's seniority within his location, and
- (ii) The qualifications of the employee and where the qualifications are relatively equal the employee's seniority shall be the determining factor.

12.2 Seniority lists containing the name, seniority date and system(s) the employee is qualified to operate will be prepared and posted in the operations hub every twelve (12) months after completion of the annual job bid. Copies will be provided for the Stewards and the Union.

12.3 The probationary period for all new employees shall be on a basis of Ninety (90) calendar days during which period the Union will not question the dismissal or lay-off nor there be any recourse to the Grievance Procedure for the Union or the probationary employee. The Company shall not discharge an employee for the purpose of forcing an additional probationary period. Absence from work is not counted in the Ninety (90) day probationary period

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

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

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

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

12.7 It is understood and agreed that persons who are laid off are not entitled to the benefits of this Agreement, except as elsewhere provided, except to be recalled in the event of an increase in the work load in accordance with the recall provisions of this Agreement. When the employee cannot be contacted, or is employed elsewhere, the Employer will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of the notification to report for duty.

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

13 Job Bidding

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

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

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

(a) A permanent vacancy is determined to exist by the Company which will be posted for seventy-two (72) hours, and will be bid for by seniority. The Company shall fill any vacancy created by the filling of a permanent vacancy in its discretion;

(b) a temporary vacancy of over thirty (30) days duration is determined to exist by the Company, in which case the provisions of subparagraph (a) shall apply.

13.4 It is understood and agreed that an employee must be fully qualified to operate the systems on which they bid, have the ability to perform the requirements of the job immediately and to meet the normal standards following an agreed training and trial period (up to two (2) weeks), depending on learning curve (route size, complexity, etc.). The Employer retains the right to curtail the said training where there is just cause.

14 Hours of Work and Overtime

14.1 The normal work week shall be forty-four (44) hours, Monday through Sunday. Monday shall be the first day of their work week. Senior Drivers shall have preference in working the first six (6) days of the week.

14.2 The first forty-four (44) hours of work shall be at straight time rates and any additional hours worked shall be at time and a half (x 1.50). Seniority shall be the determining factor for 6th and 7th shift postings

14.3 Employees shall be paid at time and one-half (1½) their regular straight time hourly wage rate for all hours worked on the sixth (6th) consecutive day worked during a work week. The Company shall have the right to require overtime work from junior employees. There shall be no duplicating and/or pyramiding of overtime pay. Daily overtime after Nine (9) hours if working five (5) weekdays (or four (4) weekdays during a holiday week).

14.4 Holidays paid for and not worked shall be counted as nine (9) hours worked only for the purpose of computing overtime.

14.5 Any employee called in to work will receive minimum pay for such day as outlined below, provided he remains on the job for such period if required by the Company:

First five (5) shifts of employee's work week – 6 hours

Sixth (6) and seventh (7) days of employee's work week as well as statutory holidays - 4 hours

14.6 The Company will post a notice each Wednesday for employees to sign if they wish to work Saturday or Sunday which will be honoured on a seniority basis

14.7 Should the Company require further employees for Saturday or Sunday work, the Company will go down the seniority list on a voluntary basis and then start at the bottom of the seniority list for mandatory work

14.8 All worked performed on a 7th shift will be paid at double time

14.9 The Company may utilize 3 work week schedules: Monday to Friday, Tuesday to Saturday or Wednesday to Sunday as required. The Company may also utilize an afternoon shift. Monday to Friday will be the core work week and should alternative work schedules be required, the Company will go down the seniority list on a voluntary basis and then from the bottom of the seniority list up on a mandatory basis for assigning those work week schedules.

14.10 Each employee will have their birthday recognized by the company as follows:

The employee will be entitled to 9 hours of pay for their birthday

The employee will have the following options:

- i) Have their birthday off and the 9 hours paid for their birthday
- ii) Have a different day off, mutually agreed upon with the company and employee, with the 9 hours paid for their birthday
- iii) Their 9 hours of pay added to their regular pay check as long as their birthday has passed

15 Miscellaneous Time Off

15.1 Employees will be allowed time off to vote in the Federal, Provincial or Municipal elections, in accordance with the appropriate statute.

15.2 Employees will be allowed two fifteen (15) minute breaks anytime during their shift, without loss of pay.

15.3 Employees will take a one-half (½) hour unpaid lunch break anytime during their shift

15.4 The Company will pay the prevailing hourly rate to any employee compelled to attend any meeting with the Company

16 Pay Day

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

17 Attendance Bonus

17.1 Employees with perfect attendance on scheduled work days during the month shall receive an attendance bonus equal to three (3) hours pay. Time off for vacation, temporary work shortage, bereavement, excused absences and birthday will not be counted against the attendance bonus. The employee may either receive such bonus or may allow it to accumulate; withdrawing such accumulated amounts at employee's discretion. Bonuses must be paid out in December of each year. Bonuses are to be paid out no matter how the employee leaves the company.

18 General Holidays

18.1 The following general holidays will be observed:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

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

- (i) they have been employed for Ninety (90) calendar days immediately preceding the holiday;

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

18.3 Employees required to work on a paid holiday will be paid at the rate of time and one-half (1½) their regular hourly rate for all hours worked in addition to the holiday pay.

18.4 Senior employees shall be given the first opportunity to work on paid holidays. However, they shall have the right to decline work, provided a sufficient number of junior qualified employees are available.

18.5 If a paid holiday as listed above falls within an employee's annual vacation, he shall be paid a day's pay for such holiday in addition to the employee's annual vacation pay, or be allowed to take another day off with pay, whichever he/she chooses, on a day mutually agreed upon

19 Vacations

19.1 The following chart outlines the vacation entitlement for the employees:

Employment Length	Vacation Days	Vacation Pay
Less than 5 full years	Two (2) Weeks	Four percent (4%) of pay for all work done by employee
More than 5 years, less than 11 full years	Three (3) Weeks	Six percent (6%) of pay for all work done by employee
More than 11 years, less than 18 full years	Four (4) Weeks	Eight percent (8%) of pay for all work done by employee
More than 18 years	Five (5) weeks	Ten percent (10%) of pay for all work done by employee

19.2 The vacation schedule shall be posted by February 1st each year for employees to bid on. Each employee, in order of their seniority, will be given 3 days to bid for their choice of vacation period. Should an employee not bid during this time period, the employee will not be allowed to choose vacation periods until after all vacation bids have been assigned.

Vacations, in consecutive weeks, may be taken as follows:

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

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

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

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

19.4 Time off requests will be answered within seven (7) calendar days.

20 Bereavement Pay

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

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

21 Crown Witness – Jury Duty

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

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

22 Leaves of Absence

- 22.1 Any employee desiring a leave of absence for personal reasons may, at the option of the Employer, be granted such leave for a period of time not to exceed thirty (30) days. The approval of a leave of absence shall be in writing. Leaves of absence in excess of thirty (30) days or an extension to an existing leave that will exceed a total of thirty (30) days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is approved in writing by both. The Employer shall be under no obligation to an employee on such a leave of absence except to return him to work at the expiration thereof in accordance with his seniority.
- 22.2 Upon receiving two (2) weeks' advance written request from the Union, the Company agrees to grant a leave of absence to an employee to work with the Local Union. No more than one (1) employee shall be on a leave of absence to work with the Local Union at any one time. Such employee shall continue to retain and accumulate seniority. Any such leave of absence shall be revocable upon seventy-two (72) hours' notice to the Employer.

23 Health and Welfare

- 23.1 For each employee who has completed Ninety (90) calendar days of employment, the Employer shall provide and pay the full cost of the following benefits or their equivalents:
- A) Health Benefit Plan
 - i) Prescription co-pay of \$5.00/prescription
 - ii) Eyeglass coverage @ \$250 per person every 12 months
 - iii) Eye Exams at 100% reimbursement to a maximum of \$75 every 24 months
 - iv) Chiropractor/Massage Therapist coverage of \$25 per visit to a maximum of \$200 per year
 - B) \$40,000 Life Insurance benefit
 - C) \$40,000 Accidental Death and Dismemberment benefit
 - D) In the event an employee is disabled necessitating his or her absence from work as a result of a non-occupational injury or illness not covered by the Workers' Compensation Act, the Employer will provide said employee a weekly benefit of three hundred and eighty-four dollars (\$384.00) per week or the equivalent of U.I.C., whichever is the greater for a maximum of twenty-six (26) weeks commencing with the sixteenth (16th) week of said absence from work. In cases of illness or injury, the Company agrees to lend an employee an amount up to that which the Company would be required to pay that employee if he quit, in order to assist the employee until the employee receives his first (1st) U.I.C. cheque, at which time the employee shall reimburse the Company for all monies received from the Company.

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

23.2 To be eligible for the benefits as set out in 23.1 above, an employee must:

- (a) have not been laid off for a period longer than three (3) months;
- (b) have not been absent due to sickness or injury for a period longer than three (3) months;
- (c) have been in the employ of the Company for Ninety (90) days.

24 Pension

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

25 Equipment and Safety

25.1 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles that are not in a safe operating condition and not equipped with safety equipment required by law. It should be the duty of employees to report promptly in writing to the Company all defects in equipment and it shall be the duty of the Company to maintain all vehicles in a safe operating condition. The determination of as well as the responsibility for all decisions with respect to the condition of equipment shall rest with the Company's maintenance supervisor.

25.2 All Company trucks shall be equipped with adequate heaters, defrosters, windshield wipers and windshield washers.

25.3 It is recognized and agreed that employees must attend such safety courses and meet such safety requirements as specified by the Company from time to time such as Smith System Training, Driver Training and periodic safety meetings. It is also recognized and agreed that the Company reserves the right to institute and/or change safety incentive programs from time to time.

25.4 Company will provide a minimum of 24-hour notice for any safety training or meetings on the communication board.

- 25.5 It is recognized and agreed that employees, as a condition of continued employment, must wear and/or utilize any safety gear or equipment specified and required by the Company. Any safety gear or equipment which is furnished to an employee by the Company shall be the responsibility of the employee. In the event of loss or damage to any such equipment or gear, it shall be the employees' obligation to purchase a replacement item which the Company will make available to the employee at its cost.
- 25.6 Employees are required to wear safety boots at all times. The company agrees to provide the employee with an annual safety boot allowance of \$400 per calendar year. The safety boots must be purchased from a vendor selected by the company. Safety Boots must be a minimum of 6 inches high, laced, CSA approved, with proper tread.
- 25.7 The Company shall provide proper gloves for each employee reflective of their current duties and season.
- 25.8 It is recognized and agreed that it is the duty and obligation of each employee to keep his/her equipment in a clean and neat manner and to insure that equipment such as lights, tires, water and oil is in proper working order.
- 25.9 The Company will give any employee who requests it the opportunity to train on any and all systems operated by the Company. The time for such training will be mutually agreed upon by the Employer and the employee.
- 25.10 The Company will allow each Driver sufficient time off to a maximum of two (2) hours to write their license qualification without loss of wages.

26 Uniforms

- 26.1 All employees required to do so shall wear Company uniforms as supplied and shall maintain themselves and the uniforms in a neat, tidy and clean condition as per Company policy. The Company shall provide an annual uniform allowance of \$400 to each employee on January 1st of each year. The employee will be allowed to choose approved garments needed up to the \$400 limit.

27 Bonding

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

28 Complete or Partial Closure of Terminal(s) or Operations

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

28.2 Personnel moving under the conditions of this Article will retain their seniority at the location from which they have moved and, in the event the work is moved back to the original location within twelve (12) months from the date of their original move, must return to their original location. If such work is moved back to the original location after twelve (12) months, but within thirty-six (36) months from the date of their original move, such employee may elect to remain at his existing location or return to his original location.

28.3 The Employer shall have the sole authority for the allocation of work for employees moving under the conditions of this Article until the date of the next annual job bid.

28.4 Notwithstanding the foregoing, should a conflict arise between the application of this Article and the section of the Seniority Article dealing with the Company's locations covered under this Collective Agreement, the latter shall govern.

29 Rules and Regulations

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

30 Termination


30.1 This Agreement shall become effective on the 1st day of May 2016, and shall remain in full force and effect until the 30th day of April, 2021, and from year to year thereafter, unless notice of amendments by either party is given in writing, by registered mail, within a period of ninety (90) days of the expiration date.

30.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.

30.3 This Agreement shall be binding upon the parties hereto, their successors, administrators, assigns and executors.

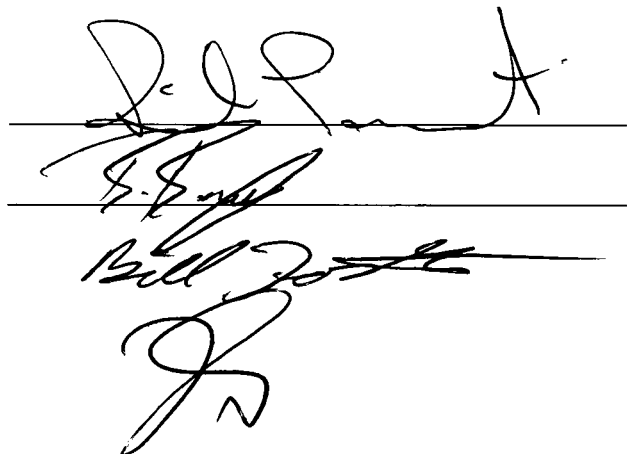
SIGNED this day of August , 2016.

PROGRESSIVE WASTE SOLUTIONS CANADA
INC.



Three handwritten signatures are written over three horizontal lines. The top signature is a stylized 'PWS', the middle one is 'White', and the bottom one is 'D. J.'.

TEAMSTERS UNION LOCAL 879



Three handwritten signatures are written over three horizontal lines. The top signature is 'D. J. P.', the middle one is 'S. J.', and the bottom one is 'Bill J.'.

Appendix A – Wages

Commercial Rates	Year 1	Year 2	Year 3	Year 4	Year 5
		2.00%	2.00%	2.25%	2.50%
Front End	\$24.94	\$25.44	\$25.95	\$26.53	\$27.19
Roll Off	\$23.35	\$23.82	\$24.30	\$24.85	\$25.47
PDO	\$23.50	\$23.97	\$24.45	\$25.00	\$25.63
Container Delivery	\$21.23	\$21.65	\$22.08	\$22.58	\$23.14
Tractor Trailer	\$21.76	\$22.20	\$22.64	\$23.15	\$23.73
Side Load	\$20.16	\$20.56	\$20.97	\$21.49	\$22.03
Organics	\$20.16	\$20.56	\$20.97	\$21.49	\$22.03
Residential Rates	Year 1	Year 2	Year 3	Year 4	Year 5
ASL	\$20.75	\$21.17	\$21.59	\$22.08	\$22.63
Side Load	\$20.16	\$20.56	\$20.97	\$21.49	\$22.03
Rear Load	\$19.10	\$19.48	\$19.87	\$20.32	\$20.83

Probationary employee will receive \$2.00/hr less than the wage identified in the Appendix A chart.

Employees on an afternoon shift will receive \$0.25/hr more than the wage identified in the Appendix A chart.

Company agrees to retroactively pay each employee the new Appendix A Year 1 rates from May 1, 2016 until this agreement is accepted by the Union.

Appendix B – Corrective Action Guidelines

For corrective action measures all infractions shall be removed from the employee’s record after twelve (12) consecutive months. Nothing in these guidelines shall deprive employees of the right to challenge a penalty through the regular grievance process. All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

DriveCam & Safety Related Issues

The Company will utilize a point system for scored DriveCam events. DriveCam events are scored by DriveCam and have no influence from the Company on the scoring used in an event. The Company’s policies and procedures will set the guideline on allowable points during rolling time periods. A violation of these thresholds will be considered a major event and the driver may be subject to termination pending an investigation.

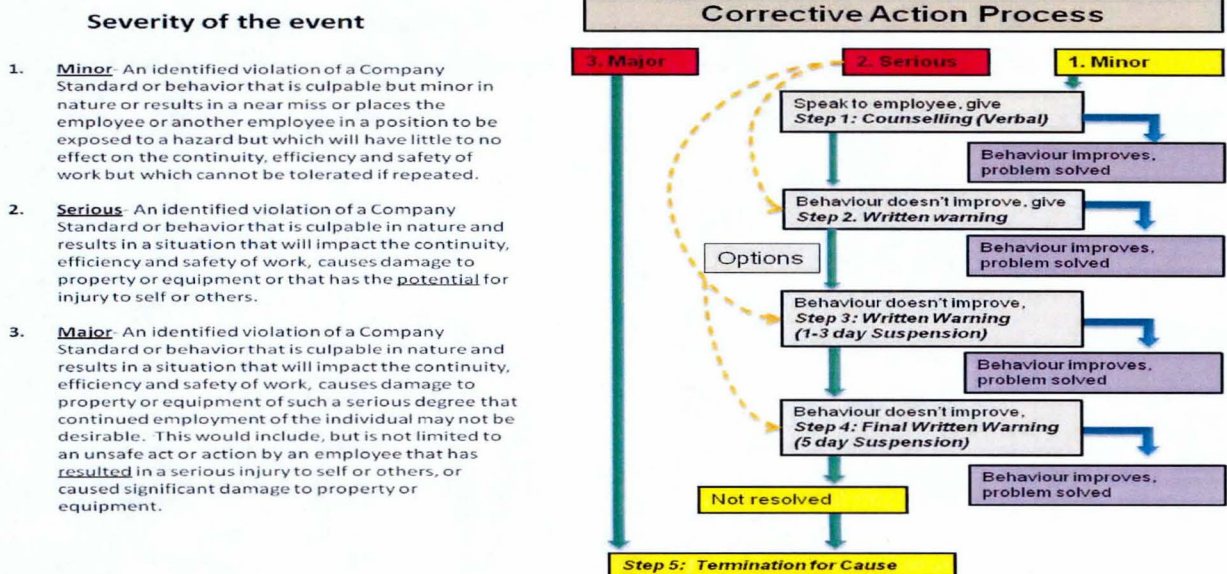
The Company and Union agree that all DriveCam points from September 1, 2016 and onward will be applicable to this policy.

Corrective Action Measures

The Company and Union agree to follow a corrective action.

	Minor	Serious	Major
1 st Offense	Verbal Warning	See Flowchart for options	Subject to Termination for cause
2 nd Offense	Written Warning		
3 rd Offense	Written Warning with 1-3 day Suspension		
4 th Offense	Final Written Warning with 5 day Suspension		
5 th Offense	Subject to Termination for cause		

The corrective action process must be for similar type infractions. The corrective action process is described in the following flow chart:



APPENDIX C - Attendance Policy

General

In order for **Progressive Waste Solutions Ltd. and its affiliates (“PWS” or the “Company”)** to sustain long-term growth and be truly recognized as the leader in the industry we need to ensure that all employees are motivated and engaged to meet and exceed the expectations of our customers. While the Company recognizes that individuals may suffer from illness or injury from time to time, all employees must recognize the importance and requirement of maintaining regular attendance at work. Regular attendance promotes higher morale, fair workload allocation and increased efficiency. High rates of absenteeism causes job dissatisfaction, low morale and loss of productivity.

The purpose of attendance management is to develop willingness on the part of all our employees to attend work on a regular basis and also increase the awareness of the negative impact and cost associated with absenteeism. The Attendance Program is separated in two areas:

- Inexcusable Absences from Work
- Excusable Absences from work

Inexcusable Absences from Work

An employee is considered absent from work when he/she is not present when scheduled for work. Inexcusable Absences are those within your control to avoid and/or manage around. With these absences, the employee is able to come to work, but is absent without a valid reason. These absences are subject to progressive discipline and include the following:

1. Late arrival.
2. Failure to follow the Call-in Procedure.
3. Leaving early without advance permission.
4. Unsubstantiated absences (e.g. appropriate documentation not provided upon request of the Company)
5. Unapproved absences
6. Using a leave of absence for other than the stated purpose.

All requests for time off, including vacations, floaters, or lieu days, must be supported by a **WRITTEN REQUEST** and approved in advance by a manager. Calling in on the morning of your working shift and requesting a floater, lieu day, or “off for personal reasons” is not acceptable and will be denied.

If you are absent from work without notice for 3 consecutive workdays, you will be considered to have voluntarily resigned your position at PWS.

Excusable Absences

There are excusable absences which are beyond an employee's control, such as illness, and may instead be subject to counselling and attendance improvement initiatives, having regard to the *Human Rights Code*, the *Employment Standards Act* or any other applicable statute. **An absence substantiated in accordance with this policy is considered excusable.**

Excusable absences, no matter how excessive, are not a disciplinary matter. The appropriate response to excusable absences is to assist the employee in identifying the reasons for the absenteeism and, through counselling, exploring with the employee the steps which might be taken to correct the attendance problems.

The Doctor's Note

Where it is reasonable in the circumstances the employee will be notified that he must substantiate the absence. This employee must present a Doctor's Note in following form upon reporting to work following the absence:

- Dated
- Signed
- States reason for absence (e.g. illness, injury, examination, etc. – not just "Was seen in the office today")
- Identify any restrictions that the employee was under that prevented the employee from attending work
- Confirms that you are medically fit to return to your safety sensitive role

An employee absent for 3 or more consecutive days due to their own illness will be required to provide medical certification in order to return to work.

Any absences from work that are not supported by a Doctor's Note in the above form presented within 48 hours upon an employee's return to work will be treated as an unauthorized absence and will be dealt with through progressive counselling and discipline.

For any unauthorized absences progressive discipline as per Company policy and any other provisions of the collective agreement will be applied.

Should the Company require additional medical verification, the Company agrees to cover the costs associated with the medical visit.

Depending upon the circumstances and having regard to the employee's record, management may exercise discretion with respect to the application of the foregoing steps.

Step 1

If at any point during a 3 month period, an employee has excusable absences that exceed 2 days, an interview will be held with a member of management, a union representative and the employee to discuss the employee's attendance. The purpose of the meeting is to:

- Identify concerns with attendance
- Identify expectations for improvement
- Provide an opportunity to discuss reasons for absenteeism
- Identify resources for assistance (suggested referral to Employee Assistance Program or their Health Practitioner)
- Identify a specific course of action for improvement

NOTE: For cases requiring special accommodation due to an injury or a disability, supervisors should consult with the appropriate senior manager for advice and recommendations.

Step 2

If during the next 3 month period the employee has excusable absences that exceed 2 days,, an interview will be held with a member of management, a union representative and the employee to discuss the employee's attendance. The purpose of the meeting is to:

- Identify concerns with attendance
- Reiterate expectations for satisfactory improvement
- Provide an opportunity to discuss reasons for absenteeism
- Identify resources for assistance (suggested referral to Employee Assistance Program or their Health Practitioner)
- Identify a specific course of action for improvement

NOTE: For cases requiring special accommodation due to an injury or a disability, supervisors should consult with the appropriate senior manager for advice and recommendations.

Step 3

If during the next 3 month period the employee has excusable absences that exceed 2 days, an interview will be held with a member of management, a union representative and the employee to discuss the employee's attendance. The purpose of the meeting is to:

- Identify concerns with attendance
- Reiterate expectations for satisfactory improvement
- Provide an opportunity to discuss reasons for absenteeism
- Identify resources for assistance (suggested referral to Employee Assistance Program or their Health Practitioner)
- Identify a specific course of action for improvement

NOTE: For cases requiring special accommodation due to an injury or a disability, supervisors should consult with the appropriate senior manager for advice and recommendations.

If the employee has continued to fail to maintain an acceptable attendance record, the Company may engage in a review of the employee's absenteeism record and may conclude, based on the employee's attendance record, that the employee is not likely to maintain an acceptable attendance record in the future. In such circumstances, the employee's employment will be terminated due to frustration of employment.

At any Step, if the medical information is clear that the employee is not likely to return to active employment or otherwise maintain regular attendance, the Company may determine that it is appropriate to terminate the employee's employment due to innocent incapacity. Where the employee has a level of excusable absences that do not exceed 2 over a three-month period following the last step, the employee will revert to the previous step in the attendance management policy.

Call in Procedure

Employees who are going to be absent or late for work must comply with the following procedure where reasonably possible to do so:

1. Employees must report all absences to the **CALL IN LINE** a minimum of 30 minutes before their shift start time and advise as to the reasons for absence or lateness.
2. Texting or calling your Operations Manager to report your absence is **NOT ACCEPTABLE**.
3. A message must be left on the **CALL IN LINE** at (519) 360-9435 ext 1287 in Chatham and (519) 737-2900 ext 1237 in Windsor and include the following information:
 - Name
 - The reason for your absence/lateness
 - When you expect to return to work
 - A telephone number where you can be reached
4. Upon return to work or late arrival, the employee must see his/her Operations Manager.