

AGREEMENT MADE THIS 21<sup>st</sup> DAY OF JUNE, 2022.

BETWEEN:

**WASTE CONNECTIONS OF CANADA INC.**

(hereinafter referred to as the "Company")  
OF THE FIRST PART,

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**

Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

January 1, 2022 – December 31, 2025

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## **ARTICLE NO. 1 - PREAMBLE**

- (a) Objects - It is recognized by this Agreement to be the duty of the Company and the Union and the Employees to fully co-operate individually and collectively, for the advancement of conditions.
- (b) Union Co-operation - The Union, as well as the Members, thereof, agree at all times as fully as it may be within their power, to further the interest of the Company.

## **ARTICLE NO. 2 - BARGAINING AUTHORITY**

The Union is recognized as the sole bargaining agency for all Unionized Employees, for the purpose of Collective Bargaining during the life of this Agreement, and thereafter until such time as the Bargaining Unit elect another bargaining agent of their choice in accordance with the Alberta Labour Relations Code, falling under Certification # C1873-2021.

## **ARTICLE NO. 3 - GENDER**

In this Collective Agreement, references to the male gender include the female gender and references to the singular include the plural, where appropriate.

## **ARTICLE NO. 4 - POSTING OF AGREEMENT**

The Company will provide a bulletin board in all buildings in a conspicuous location which is readily available to any Member to see, for the posting of this Agreement and for such notices as the Union from time to time may wish to post. However, such notices shall be first approved by Management.

## **ARTICLE NO. 5 - UNION SECURITY**

- (a) All Union Employees covered by this Agreement who have been employed for fourteen (14) calendar days shall, as a condition of employment, pay the monthly Union Dues as regular Members of the said Union or the equivalent thereof. Any other reference to Employees shall mean Union Employees who are covered by this Agreement with the exception of the Company Owner Operators as outlined in the LOU # 1.
- (b) All Employees shall, as a condition of employment, become Union Members within fourteen (14) calendar days of the signing of this Agreement or the date of their employment and maintain such Membership for the duration of this Agreement or be replaced.
- (c) The Company agrees for the duration of this Agreement to deduct from the last paycheque of each month the monthly dues of any Employee covered by this Agreement, also the Initiation Fee to the Local Union, and 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. The Union will supply the Company with application forms for Union Membership and dues deduction application forms which shall be signed by all new Employees on the day on which the new Employees were hired. All completed copies of the application for Union Membership forms shall be returned to the Union immediately and shall serve as notification of commencement of employment. Upon termination of employment of any Employee, their dues deduction authorization form shall be returned to the Union within four (4) working days. The Company will remit the fees and dues to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which deductions were made.
- (d) The Company will report the annual Union Dues deducted on the Employee's T-4 slips.
- (e) The monthly check-off list will reference the most up to date information for active/terminated Employees Social Insurance number, Address, Date of Hire and monthly Union Dues.

If an Employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

- (f) Temporary Employees or hired trucks will not be used while the Company has Regular Full-time Employees covered by this Agreement working in any department and who are qualified, available, and who desire the work to be performed.
- (g) Every permanent solid waste removal vehicle used by the Company shall be operated by Employees of the Company and any recyclable and waste materials within eighty kilometers (80 km) of the Edmonton City limits will be hauled by Employees of the Edmonton Branch of the Company and Members of the Union.
- (h) The Company shall not require any Employees to lease, rent or purchase any vehicular equipment owned by the Company, as a condition of their continued employment.
- (i) Supervisors and other Employees of the Company outside the scope of this Agreement shall not perform any of the regular duties of Employees within the Bargaining Unit if full-time qualified Employees are available and desire the work.

#### **ARTICLE NO. 6 — NEW EMPLOYMENT OPPORTUNITIES**

Should the Company introduce any new equipment, jobs or work during the term of this Agreement then the Union and Company shall meet to determine wages and the appropriate classification for the additions.

#### **ARTICLE NO. 7 — MANAGEMENT RIGHTS**

1. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time rules and regulations to be observed by Employees, which rules and regulations shall not be inconsistent with this Agreement.
2. The Company shall always have the right to hire and to discipline, demote, or discharge Employees for proper cause. However, when any such disciplinary action is taken, the affected Employee or Employees will be entitled to be accompanied by a Shop Steward, Business Agent, or another Union Member of their choice. A failure of this shall constitute any such discipline null and void.
3. The Company must inform all Management personnel to abide by the rules of this Agreement.

#### **ARTICLE NO. 8 - GENERAL**

1. The Union Members shall elect one (1) or more Shop Stewards, or the Union may appoint Shop Stewards as the Union deems necessary and shall notify the Company of such election or appointment. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
2. Each party will pay 50% of the hourly rate for all hours scheduled in collective bargaining sessions with the company and the Union, up to a maximum of eight (8) hours per day and eighty (80) hours total per individual, unless mutually agreed by both parties to extend. There shall be a maximum of four (4) Union Members to form the Union Bargaining Committee. The company recommends that the primary LOB's (Roll Off, Front Load, Residential and the shop) are represented on the Union Bargaining Committee. The parties agree that the composition of the Union Bargaining Committee will not interfere with the proper operation of the business.
3. The Company shall allow time off without pay to any Employee who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided forty eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.

4. Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to the Union contract clauses, provided that such access shall in no way interrupt the Company's working schedule.
5. This Agreement shall be binding upon the parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall, without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

#### **ARTICLE NO. 9 — PROBATIONARY PERIOD**

- (a) A Regular Employee shall be considered as such an Employee of the Company when:
  1. They have completed their probationary period.
  2. They make themselves available to the Company for full-time employment or as they may be needed.
  3. They have fully qualified in regards to the Company-approved physical examination or other normal Company requirements and is fully insurable.
- (b)
  1. All newly hired Employees shall be considered as probationary Employees for the first seventy five (75) working days of employment.
  2. There shall be no responsibility on the part of the Company respecting employment of probationary Employees should they be laid off for lack of work or discharged during the probationary period.

#### **ARTICLE NO. 10 — SENIORITY AND BIDDING**

- (a) Seniority shall be based on the length of continuous service of a Union Employee that has been on the payroll and within this Collective Bargaining Unit subject to Section (b) of this Article. The Company will post and maintain the seniority list for the Bargaining Unit. Such up to date lists shall be posted April 1<sup>st</sup> and October 1<sup>st</sup> of each year. Copies of the current lists shall be posted and provided to the Local Union office.

Any Employee wishing to protest their seniority date must do so by formally reducing such protest to writing and submitting saying to their Supervisor and the Local Union within thirty (30) days of the posting on which their name first appears.

- (b) An Employee shall lose all seniority rights for any one or more of the following reasons:
  1. Voluntary resignation.
  2. Discharge for cause.
  3. Failure to return to work after lay off under Section (c) of this Article or leave of absence
- (c)
  1. Seniority shall prevail in the event of layoffs with the junior Employee covered by this Agreement being laid off first, providing the senior Employee is capable and qualified to perform the remaining work.
  2. The Company agrees to rehire laid off Employees on a seniority basis commencing with the last Employee laid off. When recalling any Employee to work after being laid off, they shall be notified by registered mail directed to the Employee's last known address and such Employee will be allowed seven (7) days to report to work. Any full time Union Employee who is laid off shall have the right of recall within a nine (9) month period.

- (d) Seniority will prevail for the posting of shift preferential or route openings. All routes will be posted and bid every year on November 1, unless mutually agreed by the Union and the Company. The bidding sheet will remain posted for five (5) working days. All route openings or new jobs after the general bid process will be posted for bid for seventy two (72) hours for Indication of Employee interest. Employees on vacation or otherwise prevented from bidding will be given an opportunity to bid when they return. Vacancies created as a result of filing a posted job will be reposted, using the same process as above. All bid assignments are to be completed within five (5) working days of the bid closing. New bids becoming effective January 1.

All municipal routes will be bid only when a new contract is awarded or at least every five (5) years. Any municipal routes that become vacant between bids will be posted no more than thirty (30) days after becoming vacant.

- (e) Upon completion of training, the Employee must demonstrate that he/she has the sufficient skills and abilities to perform the anticipated job performance within a thirty (30) day period. If the Employee doesn't meet the anticipated job performance the Employee has the right to go back to their prior job classification.
- (f) Should there occur a temporary vacancy on a posted bid of less than two (2) consecutive days, the position shall be filled at the discretion of the Company.

Vacancies beyond the two (2) consecutive days shall be filled by seniority from the qualified and available Employees who desire such work.

- (g) Daily call-out and call back will be on a seniority basis in each classification with senior Employees having first preference. The classifications are listed below:

- |                             |                    |
|-----------------------------|--------------------|
| 1. Front-End Loader Drivers | 6.. Shop           |
| 2. Roll-off Drivers         | 7. MSL Residential |
| 3. Cherry Picker Drivers    | 8. Transfer        |
| 4. Swamper                  | 9. ASL Residential |
| 5. MRF                      | 10. Molok          |

New vacancies between the annual bids shall be filled at the Companies discretion for a maximum of sixty (60) days. Such discretion does not include the movement of established bid drivers to fill the vacant position.

Shifts that are cancelled during the bid period, the Employee shall have the right to bump a junior Employee or accept the layoff.

**ARTICLE NO. 11 - SAFETY CONDITIONS**

- (a) It is to the mutual advantage of both the Company and the Employee that Employees shall not operate vehicles which are not in a safe operating condition.
- (b) It shall be the duty of the Employees to report, in writing, on the appropriate forms of the Company promptly but not later than the end of their shift all safety or mechanical defects on the equipment which they have operated during that shift, a copy of the said report will be made available to the Employee on request. It shall be the obligation of the Company to inform the Employee of which Supervisor to whom such reports on such equipment will be made. Once the defect is corrected, the person performing the repair will note on the report form that the work has been done and that the vehicle has been road tested, if a road test is appropriate to the nature of the defect. In the event that the defect does not constitute a safety hazard and because of scheduling of work, cannot be performed on the date requested, that too shall be noted on the form along with an indication of the date when the work will be performed.
- (c) If a problem arises over the repair of reported defects on equipment, the Employee shall take the matter up with their immediate Supervisor, if available, or the Head Mechanic on duty.

- (d) In the event that repairs necessary to maintain safe and lawful operation of the equipment cannot be completed immediately, the equipment will be correctly identified and kept out of service until repaired.
- (e) Drivers will be held responsible to ensure that proper equipment is used when towing another vehicle, such equipment made available by the Company.
- (f) All new roll off trucks must be equipped with "auto tarpers or high towers" prior to being put into service
- (g) When Employees are required to maintain a valid Emergency First Aid Certification. The Company will provide training. Employees will be paid as per the applicable rates of pay and overtime rules.
- (h) Hearing Tests, Hepatitis A&B, Tetanus shots shall be offered yearly to every Employee at no cost and no loss of pay. Flu Shots shall be offered yearly at no cost.
- (j) The Company will comply with all applicable Workers Compensation and Occupational Health and Safety legislation. The District Manager and/or their designate will hold monthly safety meetings with all Employees.

#### **ARTICLE NO. 12 — TRAINING**

Recognizing that the more Employees trained for various jobs is beneficial to both the Company and the Employees, the Company agrees to provide training opportunities, as the work allows and at the Company's sole discretion for Employees who express interest in writing to the Operations Manager in being trained for certain jobs or outside their classification. If multiple Employees are requesting the same training, seniority will be the determining factor as per Article No. 10.

#### **ARTICLE NO. 13 - UNIFORMS**

- (a) The Company will provide Employees with any protective clothing and equipment (including safety glasses or goggles and protective headgear) required by applicable workers compensation or occupational health and safety legislation.
- (b) All Employees must wear Safety Boots. On the anniversary date of each Employee, the Company will provide a purchase order for up to two hundred & seventy five dollars (\$275.00) per calendar year for a designated safety boot supplier for non-probationary Employees to use when purchasing safety boots. This purchase order can be used to purchase one or more pairs of safety boots. It is mutually agreed upon by all parties that all Safety Boots must have a minimum of a six (6) inch ankle.
- (c) The Company will provide each Employee a uniform consisting of a hat, a water- repellent jacket, two (2) sweatshirts and either four (4) pants and four (4) shirts or three (3) pairs of high visibility coveralls and four (4) T-shirts or any combination thereof. The Company will replace pants, shirts, T-shirts and coveralls once per year. Jackets will be replaced as necessary but not more than once per year. All Employees must report to work in the uniforms provided and keep the uniforms in a neat and presentable manner. Employees may purchase additional uniforms from the Company at cost.
- (d) Any Employee whose employment terminates for any reason must return all uniform components to the Company.
- (e) The Company will provide gloves to each Employee and will replace such gloves once per year or more often if the gloves are worn out. It is understood that the Employees will return damaged or worn out gloves on an exchange basis.
- (f) All Employees are required to wear a uniform and all prescribed personal protective equipment at all times during the performance of their work. Any Employee not wearing a neat and presentable uniform and all personal protective equipment may not be allowed to perform their work and will not be entitled to any lost pay as a result of any such omission, unless Employees have not been supplied with said uniforms or protective equipment upon request.

## ARTICLE NO. 14 - HOURS OF WORK

- (a) The regular hours of work for all hourly paid Employees (Shop, Transfer, MRF) shall be:
- Eight (8) hours per day, Monday through Friday, and forty (40) hours per week for five (5) consecutive days.
- Except such Employees who work a swing shift, at swing shift time such Employees shall be excluded from the following provision for two (2) consecutive days off.
- All R/O and FEL incentive routes are based on 10 hours per day over 5 consecutive days.
- (b) Overtime - All hours in excess of the daily or weekly maximums shall be overtime and paid for as follows:
1. All hours worked in excess of the regular scheduled hours per day will be paid for at one and one-half (1 1/2) times the Employee's regular rate of pay for the first two (2) hours and two (2) times the regular rates of pay for each additional hour.
  2. All hours worked on the Employees designated day of rest will be deemed overtime and paid for at two (2) times the regular rate of pay.
  3. All Front-Load and Roll-off drivers will be paid one and one half (1 1/2) times the incentive rate for work on their scheduled days off and Statutory Holidays, however the Employee will not make less than they would have made if they were paid hourly.
  4. Holidays - One and one-half (1 1/2) times the regular rate of pay for all hours worked.
  5. Any hours worked prior to an Employee's regular starting time or after their regular quitting time, shall be paid for at the overtime rates in excess of regular scheduled hours in that day.
  6. Any Employee may refuse to work more than ten (10) hours on any shift (clock in to clock out) providing they give the Company not less than twenty four (24) hours advance notice.
  7. All R/O and FEL incentive routes will be paid overtime at one half (1/2) the applicable hourly rate for hours in excess of ten (10) per day.
- (c) Employees will have eight (8) hours of prone rest in any twenty-four (24) hour period. Should the Employee not receive eight (8) hours rest, they will be paid one and one-half (1 1/2) bins, yardage, or hours, whichever is applicable, for all hours worked on the following shift.
- (d) Weekly Guarantee
1. All Full-Time Employees shall be guaranteed a minimum of forty (40) hours work and/or pay each week, which will be worked in five (5) consecutive days or four (4) days as per the Compressed Work Week language in this Agreement. Seasonal or Permanent Part Time Employees are not guaranteed forty (40) hours per week.
- (e) Employees reporting for duty on a call-out basis inconsistent with their regular assigned work days shall be guaranteed a minimum of four (4) hours work and/or pay at their overtime pay provisions.
- (f) Each Full-Time Employee reporting for duty at their scheduled starting time on their regular scheduled work day shall be guaranteed a minimum of eight (8) hours (if on a five (5) day schedule) or ten (10) hours (if on a four (4) day schedule) work or pay, provided that they remain available for work. It is understood that the pay for these hours of work will start at the Employee's scheduled starting time.

- (g) In staffing for work on weekends preceded or followed by a Friday or Monday holiday paid for under this Agreement, Driver assignments shall be rotated by the Company in a manner to provide each regular full time Driver who has completed their probationary period at least one (1) such three (3) day weekend off work each year.
- (h) The Company agrees to use seniority as the determining factor for selecting those Employees who desire to complete extra work, and provided the Employee is qualified to perform the extra work.

### **Compressed Work Week**

The Company may establish a compressed work week consisting of four (4) ten (10) hour days with two (2) consecutive days off. If the compressed work week consists of Saturday or Sunday, the Employee will have three (3) consecutive days off. If the Employee works overtime on Saturday or Sunday, the first (1<sup>st</sup>) hour of overtime will be at time and one half (1/2) the hourly rate of pay and double time the hourly rate of pay for any time worked after the first (1<sup>st</sup>) hour of overtime.

### **ARTICLE NO. 15 - PAY AND WORKING CONDITIONS**

- (a) Pay time shall be computed from the time the Employee is ordered to report for duty and registers in, whichever is later, until they are effectively released from duty. In the event that the Employees' time card is being altered, that results in a loss in wage, the Company will notify the said Employee of the changes made and the Company will continue with the pay period process.
- (b)
  1. All Regular Employees covered by this Agreement shall be paid not less frequently than every other Friday, at the end of the shifts which start on that day, all wages earned by such Employee to a day not more than seven (7) days prior to the date of payment. The Company shall provide every Employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such Employee. Such statement shall set forth the total hours worked and all deductions made from the gross amount of wages. When code numbers are used by the Company to identify earnings and deductions on the itemized statement, the Company will inform the Employees as to what each number represents.
  2. Employees who are discharged from the service of the Company shall receive their wages and personal property in accordance with the Employment Standards Act of Alberta, provided the Employee turns into the Company all uniforms, tools, or other property furnished to the Employee by the Company. Employees who quit the service of the Company will receive their wages at the next regular payday, but may receive their personal property upon quitting, provided the Employee turns into the Company all uniforms, tools or other property furnished to the Employee by the Company.
  3. All payroll cheques will be done by "Direct Banking" for all Employees.
- (c) If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to a half a day's pay hours or more, they shall be entitled, on request, to receive same as soon as practical but not later than their next scheduled pay after the error was reported, and if the Employee is overpaid then they shall return said cheque or the overpaid amount by their next scheduled pay, once notified.
- (d) Rates shall be determined by calculating the Employee's average hourly rate for that day on their posted route and the average hourly rate in their other work, and they shall make the greater of the two rates.
- (e) All Employees will record their start and stop time by using the biometric scanner or through their Company provided tablet or personal mobile device. No employee will be required to use their personal mobile device.
- (f) When an Employee meets with personal injury while on duty which prevents them from completing their shift, they will be paid for the hours actually worked, except that if an injury is of a nature requiring hospitalization or immediate care by a medical physician, the Employee will be compensated for the full shift on that day, or the equivalent thereof.

- (g) The Company agrees to maintain clean lunchrooms and sanitary washrooms and toilet facilities. Employees will be required to assist in keeping these facilities clean at all times.
- (h) There shall be no split shift and the Regular Employees work week must be designated to them on the last day of the preceding week.
- (i) Meal Period and Coffee Break
  1. Except by mutual agreement between the parties hereto, the Employees shall take one (1) continuous period for meals of not more than thirty (30) minutes in any one (1) day. The Employee shall have the right to select the time for this meal period.
  2. An Employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during both the first half and second half of any shift.
  3. When an Employee is held over beyond their scheduled quitting time for two (2) hours or more they shall be allowed a fifteen (15) minute coffee break during that period. However, if an Employee is held four (4) hours or more they shall be allowed a thirty (30) minute paid meal break during that period.
- (j) 1. Truck Drivers will not be required to service, maintain or wash trucks or equipment. They will however, be required to check tires, wheels, fluids and keep the glass and interior of the cabin clean provided cleaning supplies are provided by the Company.

**ARTICLE NO. 16 — MEDICAL**

- (a) Drivers who have been employed one (1) year or more and who are required to take the government physical or medical examinations for the purpose of the Vehicle Operator's License, upon receipt of their Doctor's report will make it available to the Company for copying.  
  
The Company will then reimburse the Driver one hundred percent (100%) towards the cost of such physical examination upon presentation of a receipt showing the Driver has paid for such examination.
- (b) Any Company-required physical or medical examination shall be promptly complied with by all Employees; provided however, the Company shall pay for all such physical or medical examinations and for any time lost during working hours as a result thereof. The Company shall give the Employee twenty-four (24) hours' notice prior to such examination.

Any Employee who fails to pass a Company physical examination at their option may have their case reviewed in the following manner:

1. They may employ a qualified medical examiner of their own choosing and at their own expense for the purpose of obtaining a second physical examination report.
2. A copy of the findings of the medical examiner chosen by the Employee shall be furnished to the Company and in the event that such findings verify the medical examiner representing the Company, no further medical review of the case will be afforded.
3. In the event that the findings of the medical examiner chosen by the Employee disagrees with the findings of the medical examiner representing the Company, the Company will, at written request of the Employee, consult with the Union, agree to and appoint within five (5) working days, a qualified neutral medical examiner. It is agreed that the parties will attempt to employ a medical examiner specializing in the ailment claimed, for the purpose of further medical examination of the Employee.

4. The decision of the medical specialist shall be final and binding on the parties involved and the Employee shall not suffer loss of wages if the decision of the medical specialist is in favor of the Employee and the Employee is fit to return to their former classification.
5. The expense of the disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiners report shall be furnished to the Union, the Company and the Employee.
6. If the Company requests or permits, the driver to upgrade their license, the appropriate equipment will be provided for the test purposes and the driver will receive their regular rate of pay during the test period.

**ARTICLE NO. 17 — LEAVE OF ABSENCE**

- (a) 1. Permission for Company-authorized leave of absence for any reason other than ill health shall be in writing and the leave will consist of a maximum of thirty (30) days. Permission for any extension of leave of absence beyond thirty (30) days shall be in writing and agreed upon by the Union, the Company and the Employee concerned.

2. In the event a Driver suffers a revocation of Driver's License the Company at its discretion may provide other employment, if available, within the Company or may grant the Employee a leave of absence

- (b) Funeral Leave - When death occurs to a Member of a Regular Employee's immediate family, the Employee will be granted upon request, an appropriate leave of absence and they shall be compensated at their wages normally earned from their regular schedule on any of the days prior to the funeral, the day of the funeral, and the days after the funeral for a maximum of four (4) days.

Members of the Employee's family are defined as the Employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, legal guardian, common-law and same sex and further defined by the applicable legislation.

- (c) Jury Duty - Any Employee who is required to perform Jury Duty on a day which they would normally have worked, or attends court in response to a subpoena only to give evidence as a Witness concerning matters occurring during the regular course of their employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness attendance and their scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day and forty (40) per week or their wages normally earned less pay received for Jury Duty. The Employee will be required to furnish proof of jury service or Witness attendance and Jury Duty pay or Witness Fee received thereof, and the Employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the Company for any Employee on Jury Duty or Witness attendance shall, subject to this provision, make themselves available for work before or after required for such duty, whenever practicable.

- (d) All full-time, non-probationary Employees who have completed one calendar year of employment, will, as of January 1<sup>st</sup> of each calendar year, be given five (5) personal days. Employees who have not completed a calendar year by January 1<sup>st</sup>, shall be afforded a pro-rated number of Personal Days, after their one (1) year anniversary date in that calendar year. Request for Personal Days should, whenever possible, be made at least twenty-four (24) hours in advance of the requested time off. Personal days will first be used to cover unexpected illness/injury prior to time off without pay. Unused Personal Days shall be cashed out to the Employee on the last pay cheque of that calendar year.

- (e) 1. Promotion - When an Employee within the bargain unit covered by this Agreement receives a leave of absence to take a position within the Company which is beyond the sphere of the Bargaining Unit, they may retain their seniority for a maximum of ninety (90) days within the former unit.

2. At the end of this period of ninety (90) days, the Employee must exercise their seniority rights by returning to their former unit or relinquish all such seniority rights. Should the Employee return or be returned to the Bargaining Unit for any reason, they must remain within the unit for a maximum period of one hundred twenty (120) calendar days prior to exercising that privilege again.
- (f) An Employee who is hired by the Local Union will be granted an unpaid leave of absence for the period not to exceed ninety (90) calendar days. The Employee will continue to accrue seniority during such leave. At the expiration of the ninety (90) calendar days, the Employee may return to their former position or relinquish the seniority rights with the Company.

**ARTICLE NO. 18 - HOLIDAYS**

- (a) All Employees who have completed thirty (30) calendar days of employment shall be entitled to the following Holidays with pay:

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

Should a Statutory Holiday fall on a Saturday or Sunday, the Company shall pay the Employees average daily rate of pay for the day.

For those Holidays specified as General Holidays, Employees employed at other than an hourly wage rate shall be compensated for such holidays at their average daily rate.

In the event of another General Holiday being proclaimed by the Provincial Government, Employees shall be paid as above.

- (b) All Employees on an hourly rate will receive eight (8) hours pay, or ten (10) hours if on a compressed work week at their regular hourly work time job classification rate for the Holidays listed.
- (c) All Employees shall be entitled to holiday pay for the specified Holiday subject to the following qualifications.
1. An Employee shall not be entitled to receive pay for any Holiday where such Holiday falls while the Employee is on expressed leave of absence for any reason, whatsoever, or due to sickness or compensation in excess of thirteen (13) weeks.
  2. Employees absent from duty, other than for proven sickness or Company authorization, on the regular work day before the Holiday and/or the regular work day after the Holiday shall not be paid for the Holiday.
  3. In the event an Employee is requested to work on their Holidays, they shall receive the rate of pay as stipulated in this Agreement in addition to the rate as prescribed for the Holiday.
  4. In the event any of the above-mentioned Holidays fall during an Employee's annual vacation, they shall receive an extra day off with pay added to their vacation for each Holiday.

**ARTICLE NO. 19 - VACATIONS**

- (a) All Employees shall receive two (2) weeks' vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages earned by the Employee during the year in which they qualified for such vacation, OR

- (b) All Employees who have completed four (4) or more years of continuous service with the Company shall receive three (3) weeks' vacation with pay.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages earned by the Employee during the year in which they qualified for such vacation, OR

- (c) All Employees who have completed nine (9) or more years of continuous service with the Company shall receive four (4) weeks' vacation with pay.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages earned by the Employee during the year in which he qualified for such vacation, OR

- (d) All Employees who have completed sixteen (16) or more years of continuous service with the Company shall receive five (5) weeks' vacation with pay.

Payment for such vacation shall be in the amount equal to ten percent (10%) of the gross wages earned by the Employee during the year in which he qualified for such vacation.

- (e) Vacation lists shall be posted on November 1<sup>st</sup> of each year and based on seniority the Employees shall indicate their preference for vacation, in writing before November 30<sup>th</sup>. Upon completion of full block week allocations, single day selections will be awarded. Under extenuating circumstances an Employee can request more than three (3) weeks of vacation in one (1) continuous block and the Company will not unreasonably deny. If an Employee fails to indicate their preference on the vacation list, then vacation time shall be granted at the Company's discretion. The Company shall post a final vacation schedule by January 1<sup>st</sup> and this schedule shall remain posted for the balance of the year. Vacation time shall be granted by the Company so as to least interfere with the efficient operation of the business.

- (f) An Employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of their gross wages during the portion of the year worked.

- (g) The Company reserves the right to limit the number of Employees off work on vacation at any one time, however a minimum of one person per Line of Business shall be allowed off at any one time except for rear load one (1) driver and one (1) Swamper will be allowed off at one (1) time and for MSL and ASL two (2) drivers will be allowed off at any one (1) time. It is understood that reference to Line of Business means:

- Front Load Waste
- Front Load Recycle
- Roll-Off
- MSL Residential
- Swampers
- Truck Maintenance (Mechanics and Truck Washers)
- Container Maintenance (Welders and painters etc.)
- MRF
- Transfer Station
- Picker/MOLOK
- ASL

**ARTICLE NO. 20 - MAINTENANCE OF STANDARDS**

Employees temporarily assigned to lower rated positions shall not have their rates reduced for the first thirty (30) days.

## ARTICLE NO. 21 - UNION CONTROVERSY

- (a) It shall not be a violation of this Agreement, or cause for discharge or discipline of any Employee in the performance of their duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized picket line.
- (b) During the life of this Agreement there shall be no lock out by the Company or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the Union or the Employees.

## ARTICLE NO. 22 – DISCIPLINE

In the event that the company deems it necessary to discipline an Employee the discipline will fall under one of the two below categories.

**Safety:** If the Employee's action is considered to be safety related the following steps will be adhered too:

1<sup>st</sup> violation = 1 day suspension without pay.

2<sup>nd</sup> violation = 3 - 5 day suspension without pay,

3<sup>rd</sup> violation = Termination of employment.

**Job Performance:** 1<sup>st</sup> violation = Written warning.

2<sup>nd</sup> violation = Suspension without pay.

3<sup>rd</sup> violation = Termination of employment.

All discipline will be kept in the Employee file for a period of fifteen (15) months from the date of occurrence. The company further agrees, at its sole discretion, to consider adding additional steps to this progressive discipline, where warranted.

## ARTICLE NO. 23 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto, 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. The procedure for such adjustments and settlements shall be as follows:

STEP 1: Any grievance of an Employee shall first be taken up between such Employee and the supervisor.

Time limit to institute grievance:

- Termination or lay off - five (5) days
- All others - fifteen (15) days

However, such Employee will be entitled to representation by a Shop Steward or representative of the Local Union.

STEP 2: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2 shall be reduced to writing and referred to and taken up between the Secretary or other bargaining representative of the Union and the Company representative authorized by the President of the Company.

STEP 3: Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) Members selected by the Union and two (2) Company Members appointed by the President of the Company

STEP 4: Failing settlement under Step 4, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decisions will be binding, however, will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties. Should the Parties not reach a mutual agreement on either of the above, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and by the Company.

#### ARTICLE NO. 24 TERMINATION AND AMENDMENTS

- (a) This Agreement shall remain in full force and effect as of the date of ratification and continue in full force and effect through the thirty-first (31st) day of December 2025, and from year to year thereafter, as hereinafter provided.
- (b) If either party desires amendments effective in the next ensuing year, the party proposing such amendments shall give notice in writing to the other party; not less than sixty (60) days before the thirty-first (31<sup>st</sup>) day of December in any year.

SIGNED THIS 19 DAY OF September, 2022

**FOR THE COMPANY:**

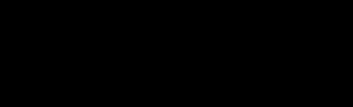
Waste Connections of Canada Inc.


  
Dave Martens, District Manager

  
Jim Duncan, Division Vice President

**FOR THE UNION:**

General Teamsters, Local Union No.362

  
Shaun Quaghebeur, Business Agent

  
Chance Hryciun, Vice President and Business Agent

**APPENDIX "A"**

**MAINTENANCE SHOP EMPLOYEES**

**SHOP EMPLOYEES**

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Licensed Mechanic</b>	<b>\$ 44.84</b>	<b>\$ 46.63</b>	<b>\$ 48.03</b>	<b>\$ 48.99</b>	<b>\$ 49.97</b>

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Licensed Welder</b>	<b>\$ 44.84</b>	<b>\$ 46.63</b>	<b>\$ 48.03</b>	<b>\$ 48.99</b>	<b>\$ 49.97</b>

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Container Maintenance</b>	<b>\$ 32.65</b>	<b>\$ 33.96</b>	<b>\$ 34.98</b>	<b>\$ 35.68</b>	<b>\$ 36.39</b>

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Picker Driver</b>	<b>\$ 29.78</b>	<b>\$ 30.97</b>	<b>\$ 31.90</b>	<b>\$ 32.54</b>	<b>\$ 33.19</b>

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Shop Labour</b>	<b>\$ 19.77</b>	<b>\$ 20.61</b>	<b>\$ 21.23</b>	<b>\$ 21.65</b>	<b>\$ 22.08</b>

	<b>Current</b>	<b>JAN 1/22</b>	<b>JAN 1/23</b>	<b>JAN 1/24</b>	<b>JAN 1/25</b>
	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>	<b>HOURLY</b>
<b>Truck Washer</b>	<b>\$ 23.74</b>	<b>\$ 24.69</b>	<b>\$ 25.43</b>	<b>\$ 25.94</b>	<b>\$ 26.46</b>

- Shop Lead Hand premium of two dollars (\$2.00) per hour above the hourly rate.
- Shift Differential Premium:

All shop Employees starting after noon shall receive two dollars (\$2.00) per hour shift differential.

(a) Apprentice mechanics and welders

- 1<sup>st</sup> year apprentice — seventy percent (70%) of rate for mechanic and welder with trade card.
- 2<sup>nd</sup> year apprentice — eighty percent (80%) of rate for mechanic and welder with trade card.
- 3<sup>rd</sup> year apprentice — ninety percent (90%) of rate for mechanic and welder with trade card.

Must attend and eventually graduate from an accredited vocational or apprentice program under provincial or federal government jurisdiction in order to qualify mechanic and welder with trade card.

The maximum number of apprentices to be employed in any one shop will be one (1) apprentice for every one (1) tradesmen or as per Provincial Regulations.

(b) Tool Insurance:

The Company will assume responsibility for the replacement of tool boxes and their contents on Company premises belonging to the Employees in the event such tool boxes and their contents become damaged or lost by fire and/or water or if all or part of a tool box is lost by theft where there is evidence or breakage and entry into the tool box.

In the event a tool box and its contents becomes damaged by a customer or Employee while performing work for the Company, the Company will assume responsibility for damage of the tool box and the contents. Provided the tool boxes are placed in a locked compound (supplied by The Company) when the Employee is off duty.

The Company will provide insurance coverage on each mechanic's, welder's and apprentice's tools and tool box to a maximum of fifteen thousand (\$15,000) dollars per occurrence Annually (January) each mechanic, welder and apprentice must submit to the Company a list of their tools and the estimated cost of each tool prior to any theft or fire or damage Claims will be denied for tools not included on the list. Any tools listed at a value of above five hundred dollars (\$500) must be reviewed and agreed by the Maintenance Manager. Only tools applicable to a heavy-duty shop will be covered.

(c) Tool Allowance:

All mechanics, welders and apprentices with one year seniority will be granted a tool allowance in the amount of four hundred and seventy five dollars (\$475.00) per calendar year from the Company. Reimbursement will be done upon submission of receipts. Additionally, the Maintenance Manager must approve tools purchased as being appropriate to qualify for re-imburement.

## APPENDIX "B"

### HEALTH AND WELFARE PLAN:

#### Section A

The non-occupational Weekly Indemnity and Life Insurance Plan covering all Employees shall be the Waste Connections of Canada Inc. Employee Group Benefit Plan.

#### Section B

The Plan shall also include the following:

1. Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by medicare covering Members of the Union and their eligible dependents.
2. Blue Cross coverage for hospital and other benefits or the equivalent thereof.
3. Optical and dental coverage.

#### Section C

1. The cost of the Plan shall be paid as follows:
  - a. Seventy-five percent (75%) by the Company, and
  - b. Twenty-five percent (25%) by the participating Member.
2. Coverage shall remain in force for the whole of any month whether or not the Member remains in the employ of the company for the whole of such month.

## APPENDIX "C"

### EMPLOYEE PENSION PLAN OR DCPP

All Employees of the Company, excluding those red-circled in the Letter of Understanding attached to this Agreement, who are hired after January 1, 2001, will be enrolled in the Company Pension Plan or DCPP (the Plan) in accordance with the eligibility requirements of the Plan.

The Plan includes:

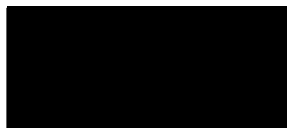
- Company's tax deferred contributions to the Plan
- Eligibility is the first of the month following one year of service
- The Company's contribution to the DCPP will vest after the Employee has completed two years of continuous employment
- The funds will be locked in by Pension legislation
- The Company will make a contribution on the Employee's behalf equal to four point seven percent (4.7%) of earnings.

### RE: RRSP PLAN

As per the meeting of June 29, 1998 it was mutually agreed and understood that the Company will not disburse any funds from the RRSP Plan described in Article No. 19, that was contributed by the Company or the Employee(s), other than upon terminations, resignations, retirement or death of the Employee.

### RE: Employees DCPP Pension Plan

The Company will red circle the following Employees currently receiving the seven percent (7%) RRSP Company contribution:



**APPENDIX "D"**

**MRF/TRANSFER STATION EMPLOYEES**

	Current	JAN 1/22	JAN 1/23	JAN 1/24	JAN 1/25
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
<b>Grizzly and Loader Operator</b>	<b>\$ 27.65</b>	<b>\$ 28.76</b>	<b>\$ 29.62</b>	<b>\$ 30.21</b>	<b>\$ 30.81</b>

	Current	JAN 1/22	JAN 1/23	JAN 1/24	JAN 1/25
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
<b>MRF Labourer</b>	<b>\$ 19.35</b>	<b>\$ 20.61</b>	<b>\$ 21.23</b>	<b>\$ 21.65</b>	<b>\$ 22.08</b>

a) **MRF/Transfer Station Lead Hand Premium:**

An Employee assigned by the company to perform duties of a lead hand on a shift shall be paid an additional two dollars (\$2.00) per hour.

b) **Fork Lift and Skid Steer Premiums:**

MRF/Transfer Station Employees required to operate a fork lift or skid steer by the Company shall receive an additional one dollar (\$1.00) per hour.

c) **Shift Differential Premium:**

All MRF/Transfer Station Employees starting after noon shall receive two dollars (\$2.00) per hour shift differential

**APPENDIX "E"**

**ROLL OFF DRIVERS**

**PW in Rate Tables is the Applicable Piece Work Rate / HR is the Applicable Hourly Rate.**

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	HR	PW	HR	PW	HR	PW	HR	PW	HR
Roll Off Drivers	\$39.51	\$29.04	\$41.09	\$30.20	\$42.32	\$31.11	\$43.17	\$31.73	\$44.03	\$32.36

**Roll Off Drivers:** Minimum daily guarantee of five (5) bins at the applicable bin rate per day.

Roll Off Driver will receive twenty dollars (\$20.00) for a blocked in bin or dry runs. Any bin that exceeds one hour and thirty minutes time spent shall be paid at the rate of one and one half (1.5) times the bin rate. Any bin that exceeds two (2) hours' time spent shall be paid at the rate of two (2) times the bin rate.

Roll-Off and Front-Load Drivers are paid at Incentive Rates.

Nisku runs one and one-half (1 1/2) times if only one run, bin rate if more than one.

- Fort Saskatchewan 2 bins
- Downtown bin and ½ (is considered 97 Street – 109 Street and 96 Avenue – 104 Avenue)
- Spruce Grove bin and ½
- Stony Plain bin and ½
- Asbestos bins 3 bins
- Turnaround bins bin and ½

Breakaway Packers will be subject to inspection by the Company, if the operator complains of the time factor involved in completion of the pick-up. If confirmed by the Company extra time will be paid at the Alternate Hourly Rate of pay.

**FRONT LOAD DRIVERS**

**PW in Rate Tables is the Applicable Piece Work Rate / HR is the Applicable Hourly Rate.**

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	HR	PW	HR	PW	HR	PW	HR	PW	HR
Front Load Drivers	\$0.626	\$29.04	\$0.651	\$30.20	\$0.671	\$31.11	\$0.684	\$31.73	\$0.698	\$32.36

Once a Front-End driver is assigned sole responsibility for a Front-End route, they shall be paid at the full-time Front-End Driver's rate for all time spent with sole responsibility for a Front-End route.

All Front-End and Roll-Off Drivers will work on a rotation basis on Saturday. Those that do not want to work will find a replacement from the existing drivers to do the work.

**Shift Differential** — When there is a second shifting of trucks, the following shift differential will apply:

Effective January 1, 2011

Roll-off: \$1.54 per load  
 Front Load Driver \$0.01545 per yard  
 Hourly Rate \$1.03 per hour

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	HR	PW	HR	PW	HR	PW	HR	PW	HR
Commercial Swamper	\$0.319	\$21.45	\$0.332	\$22.31	\$0.342	\$22.98	\$0.349	\$23.44	\$0.356	\$23.91

- The two furthest west routes delivered to the East WCC transfer station shall receive an additional three cents (3¢) per yard.
- Spare Front Load Drivers to receive three cents (3¢) per yard above the applicable rate.

**Residential Drivers**

PW in Rate Tables is the Applicable Piece Work Rate / HR is the Applicable Hourly Rate.

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	HR	PW	HR	PW	HR	PW	HR	PW	HR
Lead Hand Residential Driver	N/A	\$32.96	N/A	\$34.28	N/A	\$35.31	N/A	\$36.02	N/A	\$36.74

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Residential Rear Load Driver	N/A	\$254.42	N/A	\$264.60	N/A	\$272.54	N/A	\$277.99	N/A	\$283.55

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Mini Max ASL Driver	N/A	\$303.61	N/A	\$317.00	N/A	\$326.51	N/A	\$333.04	N/A	\$339.70

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Residential Swamper	N/A	\$211.88	N/A	\$220.36	N/A	\$226.97	N/A	\$231.51	N/A	\$236.14

**Rear Load Bonus:**

**Drivers - \$3.50** per tonne for anything over twenty (20) tonnes per day, plus the equivalent hourly rate for each additional hour worked if directed to assist another route or after the completion of their route. If the driver works ten (10) or more hours, the driver shall receive the equivalent hourly rate which is one and one half times (1 ½ X) the hourly bonus rate.

**Swampers - \$3.50** per tonne for anything over twenty (20) tonnes per day, plus the equivalent hourly rate for each additional hours worked if directed to assist another route or after the completion of their route. If the swamper works ten (10) or more hours, the swamper shall receive the equivalent hourly rate which is one and one half times (1 ½ X) the hourly bonus rate.

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Residential Recycle Drivers	\$39.01	\$227.96	\$40.57	\$237.08	\$41.79	\$244.19	\$42.63	\$249.07	\$43.48	\$254.05

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Residential Side Load - Summer	\$18.96	\$254.42	\$19.72	\$264.60	\$20.31	\$272.54	\$20.72	\$277.99	\$21.13	\$283.55

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE	PW	DAY RATE
Residential Side Load - Winter	\$22.72	\$254.42	\$23.63	\$264.60	\$24.34	\$272.54	\$24.83	\$277.99	\$25.33	\$283.55

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE
Residential Haul All	\$27.69	\$227.96	\$28.80	\$237.08	\$29.66	\$244.19	\$30.25	\$249.07	\$30.86	\$254.05

Bonus of ten dollars (\$10.00) per hour in addition to piecework rates to assist another route after completion of their route and dumping at the landfill or after completion of ten (10) hours.

These rates are applicable to the City of Edmonton Residential contract that started on February 01, 2013.

- Guaranteed Hours of Work as per Article 14 in the CBA.
- Work completion as assigned.
- Overtime after 10 hours at 1.5x the hourly rate.
- Double time after 12 hours.
- Tonnage (waste) bonus of \$3.50 per ton over 18 tons per day. (Jan-Apr)
- Tonnage (waste) bonus of \$3.50 per ton over 27 tons per day. (May-Dec)
- Tonnage (recycle) bonus of \$3.50 per ton over 8 tons per day. (Jan-Dec)

**Down Time Rates:**

All drivers and swampers will be paid at the applicable hourly rate for time lost due to mechanical failure of equipment.

**Premiums:**

- a) **Training Premium:**  
An Employee who wishes to train another Employee or new hire will be entitled to a training premium of fifty dollars (\$50.00) per day. In addition, the Company will pay the average hourly rate, (calculated over the past ten (10) weeks) for all hours worked while training. Employees required to perform training must do so to the satisfaction of the Company, including the proper completion of all paperwork and feedback to the Company.

**City of Edmonton (C.O.E) Residential Contract**

C.O.E	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE
Tandem REL Driver	\$32.22	\$322.19	\$33.51	\$335.08	\$34.52	\$345.13	\$35.21	\$352.03	\$35.91	\$359.07

C.O.E	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE
Single MSL Driver	\$29.88	\$298.77	\$31.08	\$310.72	\$32.01	\$320.04	\$32.65	\$326.44	\$33.30	\$332.97

C.O.E	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE
Mini Max ASL Driver	\$ N/A	\$303.61	\$ N/A	\$317.00	\$ N/A	\$326.51	\$ N/A	\$333.04	\$ N/A	\$339.70

C.O.E	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE	HRLY	DAY RATE
Swamper	\$26.35	\$263.61	\$27.40	\$274.15	\$28.22	\$282.37	\$28.78	\$288.02	\$29.36	\$293.78

- Guaranteed Hours of Work as per Article 14 in the CBA.
- Work completion as assigned.
- Overtime after 10 hours at 1.5x the hourly rate.
- Double time after 12 hours.
- Tonnage (waste) bonus of \$3.50 per ton over 18 tons per day. (Jan-Apr)
- Tonnage (waste) bonus of \$3.50 per ton over 27 tons per day. (May-Dec)
- Tonnage (recycle) bonus of \$3.50 per ton over 8 tons per day. (Jan-Dec)

**MOLOK Collection LOB**

	Current		JAN 1/22		JAN 1/23		JAN 1/24		JAN 1/25	
	PW	HR	PW	HR	PW	HR	PW	HR	PW	HR
	\$ N/A	\$ 29.04	\$ N/A	\$ 30.20	\$ N/A	\$ 31.11	\$ N/A	\$ 31.73	\$ N/A	\$ 32.36

This rate will be based on a ten (10) hour day with all other overtime rates as per the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #1

**BETWEEN:** WASTE CONNECTIONS OF CANADA INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Union")

**RE:** Owner Operators

The Company agrees that if the Union signs a majority of the existing (9) Owner Operators up to join the existing certification then the Company agrees that they will become part of the certification and will not challenge or fight the issue before any Tribunal or Board.

If the signup is successful then the parties agree to meet in good faith and negotiate all applicable rates, rules, conditions & business agreements.

The Union agrees to allow no more than six (6) Front Load, three (3) Roll Off and six (6) Residential Owner Operators provided that there is no loss of hours or revenue to other Bargaining Unit Employees.

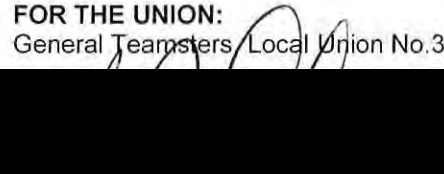
Should an Owner Operator leave then that route can again be replaced by an Owner Operator if the Company so desires. With the exception of the existing dual truck Owner Operator no other or new Owner Operator may have more than one truck working for the Company.

SIGNED THIS 19 DAY OF September, 2022

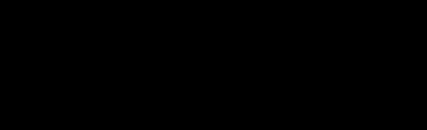
**FOR THE COMPANY:**  
Waste Connections of Canada Inc.

**FOR THE UNION:**  
General Teamsters Local Union No.362

  
Dave Martens, District Manager

  
Shaun Quaghebeur, Business Agent

  
Jim Duncan, Division Vice President

  
Chance Hryciun, Vice President and Business Agent

LETTER OF UNDERSTANDING #2

**BETWEEN:** WASTE CONNECTIONS OF CANADA INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Union")

**RE:** New Hire Rate:


Employees who are hired after the date of ratification, will be paid ninety percent (90%) of their applicable rate for the first six (6) months of employment, after which time, the Employee will move to the rate of pay as per the Collective Agreement.

SIGNED THIS 19 DAY OF September, 2022

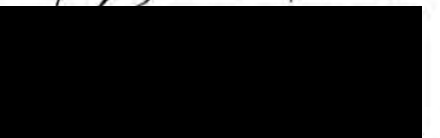
**FOR THE COMPANY:**  
Waste Connections of Canada Inc.

**FOR THE UNION:**  
General Teamsters, Local Union No.362

  
Dave Martens, District Manager

  
Shaun Quaghebeur, Business Agent

  
Jim Duncan, Division Vice President

  
Chance Hryciuk, Vice President and Business Agent

LETTER OF UNDERSTANDING # 3

**BETWEEN:** WASTE CONNECTIONS OF CANADA INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Union")

**RE:** Incentive Pay vs. Hourly Pay

If a Company Driver on a bid route requests that his rate of pay be calculated solely by the applicable hourly rate of pay the driver can request this change in writing including the date, effective date of change, route number and the stated request.

The expectation of the Driver's performance will be managed based on the previous historical times of the applicable hauls.

Acceptance of this change is at the Companies sole discretion and must be approved in writing by the District Manager.

SIGNED THIS 19 DAY OF September, 2022

**FOR THE COMPANY:**  
Waste Connections of Canada Inc.

**FOR THE UNION:**  
General Teamsters, Local Union No.362

[Redacted signature area]

Dave Martens, District Manager

Shaun Quaghebeur, Business Agent

[Redacted signature area]

Jim Duncan, Division Vice President

Chance Hryciuk, Vice President and Business Agent

LETTER OF UNDERSTANDING # 4

**BETWEEN:** WASTE CONNECTIONS OF CANADA INC.  
(hereinafter referred to as the "Company")

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
(hereinafter referred to as the "Union")

**RE:** Extra work assignments for COE Residential Drivers on a 4 day work week

A request has been made by the Company to enter into this Letter of Understanding with the Union and its Membership regarding extra work assignments outside of a Drivers regular Line of Business. This Letter of Understanding is specific to only those Lines of Business mentioned herein, and will not be used to deprive the regular Front-Load and/or Roll-Off Drivers of straight time or overtime hours. More clearly, the option to complete extra work will be offered to Front-Load and/or Roll-Off Drivers first, on a voluntary basis. If such extra work is refused by those Drivers, it may be offered as voluntary extra work as described below.

Therefore, it is understood and agreed that any City of Edmonton Residential Driver working on a 4 day work week will be permitted, on a voluntary basis, to work a fifth (5<sup>th</sup>) day outside of his/her Line of Business into the Front-Load and/or Roll-Off Line of Business. The hours completed for this extra work will be paid out a 1.5 times the hourly rate stipulated in Appendix "E", Front Load Drivers and/or Roll-Off Drivers, of the current Collective Bargaining Agreement, if such work is on a voluntary basis. If this extra work is required by the Company, such Driver will be entitled to 2 times the hourly rate stipulated in Appendix "E", for the work performed in that line of business. Further to this, it is understood that the regularly assigned work of a Driver must be completed in order to receive the overtime rates stipulated in this Letter of Understanding for such extra work.

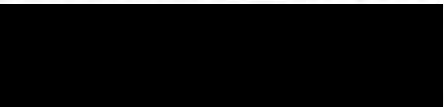
This Letter of Understanding will remain in effect until the expiry of this current Collective Bargaining Agreement, or alternatively at any other time upon 72 hour written notice by either the Union or the Company.

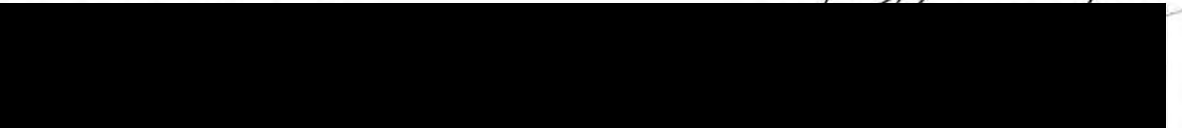
SIGNED THIS 19 DAY OF September, 2022


**FOR THE COMPANY:**  
Waste Connections of Canada Inc.

**FOR THE UNION:**  
General Teamsters, Local Union No.362

  
Dave Martens, District Manager

  
Shaun Quaghebeur, Business Agent

  
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