



**Collective Agreement**  
**Between**  
**Teamsters Local Union No. 419**  
(hereinafter referred to as the Union)

**And**  
**Progressive Waste Solutions**  
**(Canada) Inc. (Toronto)**  
(hereinafter referred to as the Company)

**OCTOBER 1, 2015 TO SEPTEMBER 30, 2020**



14945 (01)

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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# INDEX

ARTICLE 1	PURPOSE OF AGREEMENT.....	1
ARTICLE 2	SCOPE AND RECOGNITION.....	1
ARTICLE 3	RESERVATIONS TO MANAGEMENT.....	2
ARTICLE 4	UNION SECURITY .....	2
ARTICLE 5	UNION REPRESENTATION .....	4
ARTICLE 6	GRIEVANCE PROCEDURE .....	5
ARTICLE 7	ARBITRATION.....	8
ARTICLE 8	STRIKES AND LOCKOUTS.....	9
ARTICLE 9	CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES.....	9
ARTICLE 10	HOLIDAYS .....	12
ARTICLE 11	VACATIONS.....	13
ARTICLE 12	SENIORITY.....	15
ARTICLE 13	LEAVE OF ABSENCE .....	120
ARTICLE 14	HEALTH AND WELFARE .....	21
ARTICLE 15	HOURS OF WORK AND OVERTIME.....	22
ARTICLE 16	NO DISCRIMINATION.....	24
ARTICLE 17	BULLETIN BOARD .....	25
ARTICLE 18	HEALTH AND SAFETY .....	25
ARTICLE 19	DURATION OF AGREEMENT .....	25
	LETTER OF UNDERSTANDING #1 – PEEL RESIDENTIAL DRIVERS.....	27
APPENDIX “A”	GROUP INSURANCE BENEFITS.....	32
	PWS RETIREMENT PLAN.....	35

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The Union and the Company agree that the purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.
- 1.02 The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every two months at the end of the shift, the chair rotates; the Company will take minutes and both parties to agree upon the minutes prior to distribution.

Agendas will be exchanged prior to each meeting.

**ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company within the jurisdiction of the Union, excluding supervisors, persons above the rank of supervisor, office, clerical, sales staff. If the Company relocates any or part of its present operations covered by this Agreement within the jurisdiction of the Union, the Collective Agreement shall be applicable to the relocated operation(s).
- 2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

Agreement, it shall include the feminine gender.

- 2.03 The Company agrees that work normally performed by bargaining unit employees shall not be performed by non-bargaining unit employees, except in the case of an emergency.
- 2.04 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.05 **Moving forward there will be no long term agency staff utilized, the parties agree that agency personnel may be utilized for short term assignments due to periods of absenteeism or special project work.**

**ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

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

**ARTICLE 4 - UNION SECURITY**

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

- 4.03        The Company agrees to deduct Union initiation fees and monthly dues as specified in the Union Constitution from each eligible employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 4.04        The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made:
- (a)    All monthly dues for member to be submitted with current address, postal code and Social Insurance Number.
  - (b)    Twelve (12) check-offs per year (calendar month).
  - (c)    Monthly:
    - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
    - Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
    - Addresses to be updated as well as name changes ie. marriage.
- 4.05        The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

- 4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.
- 4.07 The Company agrees to deduct Union dues from part-time employees when they work more than forty (40) hours in a month. Such Union dues shall be in accordance with Article 4.03. The above employees are exempt from paying initiation fees. This Article does not include agency employees.

**ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union may appoint or elect and the Company shall recognize **six (6) Union Stewards – five (5) drivers and One (1) for the maintenance and mechanical members. The Peel Driver group will have two (2) Stewards added to the negotiating committee for renewal of the Collective Agreement in addition to the six (6) Stewards already accounted for from the Commercial group seniority list.**
- 5.02 The Union shall advise the Company in writing of the names of the Stewards, and alternates to act in the absence of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. An employee who requires the assistance of a Union Steward shall use a steward from the employee's own line of business, unless the steward from a specified line of business is not at work.
- 5.03 The Company shall pay Stewards for negotiations through to Conciliation, but not during the Conciliation process.

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

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

**ARTICLE 6 - GRIEVANCE PROCEDURE**

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

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

- 6.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily adjusted pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

6.04 **STEP ONE**

Within three (3) working days after the alleged grievance has arisen, the Steward shall present the grievance in writing, on a form supplied by the Union, to the Supervisor and if, within five (5) working days from the time when such grievance was presented, a decision satisfactory to the employee is not given, then:

6.05 **STEP TWO**

Within five (5) working days after the decision of Step One has been

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

or should have been given, the Steward shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step Two. The Manager or his designate shall schedule a meeting to be held within ten (10) working days from the time when such grievance was presented to him, or his designate.

At the Step Two meeting, the employee may be accompanied by his Steward, and the Manager, or his designate, may be accompanied by officials of the Company. The Business Representative of the Union shall be present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) working days immediately following the date of such meeting.

6.06 General Provisions

A Union policy grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) working days of the occurrence of the matter giving rise to the grievance. The Manager, or his designate, shall schedule a meeting between the parties to be held within ten (10) working days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given



**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

in writing within ten (10) working days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

- 6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7.
- 6.10 Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.11 If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, of the reasons for such discharge or suspension.
- 6.12 If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.
- 6.13 If an employee is called before management for disciplinary action or to receive a reprimand and/or for an investigation which could lead to disciplinary action, every effort shall be made to have a Steward or alternate Steward present, if available.

If the Company is going to impose any disciplinary action against an

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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employee, it must do so no later than five (5) working days from the the occurrence or knowledge of the occurrence which gave rise to the discipline.

- 6.14 Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than eighteen (18) months.
- 6.15 The discharge of a probationary employee shall be at the sole discretion of the Company and shall be deemed to be for just cause. In the event a part-time employee is hired to a full-time position of the same requirements and department as those of his normal part-time assignments, the probationary period shall be waived.

**ARTICLE 7 - ARBITRATION**

- 7.01 If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later.
- 7.02 When either party requests that a dispute be submitted to Arbitration, it shall notify the other party in writing, nominating a single Arbitrator. If the parties are unable to mutually agree on a single Arbitrator within a reasonable period of time, then the party requesting Arbitration may apply to the Minister of Labour for the Government of Canada to appoint a single Arbitrator.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter,

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

modify or amend any part of this Agreement.

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

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

**ARTICLE 8 - STRIKES AND LOCKOUTS**

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

**ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES**

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

	<b>2%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Classification</b>	<b>Oct. 1 - 15</b>	<b>Oct. 1 - 16</b>	<b>Oct. 1 - 17</b>	<b>Oct. 1 - 18</b>	<b>Oct. 1 - 19</b>
<b>Swing Man</b>	<b>27.55</b>	<b>28.17</b>	<b>28.80</b>	<b>29.52</b>	<b>30.26</b>
<b>Front End</b>	<b>26.48</b>	<b>27.08</b>	<b>27.69</b>	<b>28.38</b>	<b>29.09</b>
<b>Roll Off</b>	<b>26.48</b>	<b>27.08</b>	<b>27.69</b>	<b>28.38</b>	<b>29.09</b>
<b>Rear Load/Side Load</b>	<b>24.63</b>	<b>25.18</b>	<b>25.75</b>	<b>26.39</b>	<b>27.05</b>
<b>Boom Truck Driver</b>	<b>26.48</b>	<b>27.08</b>	<b>27.69</b>	<b>28.38</b>	<b>29.09</b>
<b>Mechanic</b>	<b>31.00</b>	<b>31.70</b>	<b>32.41</b>	<b>33.22</b>	<b>34.05</b>
<b>Mechanic (5<sup>th</sup> Year)</b>					

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

<b>Apprentice) 95%</b>	<b>29.46</b>	<b>30.12</b>	<b>30.80</b>	<b>31.57</b>	<b>32.36</b>
<b>Mechanic (4<sup>th</sup> Year Apprentice) 90%</b>	<b>27.90</b>	<b>28.53</b>	<b>29.17</b>	<b>29.90</b>	<b>30.65</b>
<b>Mechanic (3<sup>rd</sup> Year Apprentice) 85%</b>	<b>26.36</b>	<b>26.95</b>	<b>27.56</b>	<b>28.25</b>	<b>28.96</b>
<b>Mechanic (2<sup>nd</sup> Year Apprentice) 75%</b>	<b>23.26</b>	<b>23.78</b>	<b>24.32</b>	<b>24.93</b>	<b>25.55</b>
<b>Mechanic (1<sup>st</sup> Year Apprentice) 70%</b>	<b>21.70</b>	<b>22.19</b>	<b>22.69</b>	<b>23.26</b>	<b>23.84</b>
<b>Welder and Hydraulics</b>	<b>27.44</b>	<b>28.06</b>	<b>28.69</b>	<b>29.41</b>	<b>30.15</b>
<b>Licensed Welder</b>	<b>24.63</b>	<b>25.18</b>	<b>25.75</b>	<b>26.39</b>	<b>27.05</b>
<b>Equipment Operator</b>	<b>24.63</b>	<b>25.18</b>	<b>25.75</b>	<b>26.39</b>	<b>27.05</b>
<b>Greaser/PM Service</b>	<b>22.40</b>	<b>22.90</b>	<b>23.42</b>	<b>24.01</b>	<b>24.61</b>
<b>General Labour DZ</b>	<b>20.00</b>	<b>20.45</b>	<b>20.91</b>	<b>21.43</b>	<b>21.97</b>
<b>General Labour</b>	<b>15.00</b>	<b>15.34</b>	<b>15.69</b>	<b>16.08</b>	<b>16.48</b>
<b>Tractor Trailer</b>	<b>27.48</b>	<b>28.10</b>	<b>28.73</b>	<b>29.45</b>	<b>30.19</b>
<b>Roll Off Train</b>	<b>27.48</b>	<b>28.10</b>	<b>28.73</b>	<b>29.45</b>	<b>30.19</b>

**These rates to be effective retroactively to October 1, 2015.**

Leadhands will be paid \$1.00 above their classification rate

**Swing man position replaces those drivers who are absent from the dayshift.**

9.02 Incentive Scale

If the company implements an incentive program during the life of

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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this agreement, it shall negotiate it with the Union. If they fail to agree on the terms and conditions then either party may file a grievance.

9.03 If the company implements an afternoon shift on or after 12:00 P.M. there shall be a shift premium of \$1.00 per hour. The afternoon shift shall be posted as per Article 12.03.

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

9.05 The Company agrees to provide an annual uniform allowance of **\$450.00** maximum to purchase shirts, trousers, coveralls and jackets from the Company supplier.

Mechanics will receive an extra \$100 for uniforms and the Employer agrees to continue its practice of Supplying and cleaning coveralls.

Company to continue its practice of supplying an Annual jacket for Mechanics, Equipment Operators, Welders and Greaser.

9.06 The Company agrees to provide a semi annual safety boot allowance of (\$175.00) for all employees in the first pay period in **May and October of each year.**

Note: In lieu of reimbursement for the uniform and the boot allowance, the Company will provide redeemable purchase vouchers to the value of the uniform and boot allowance, plus taxes, to be used at Marks Work Warehouse.

9.07 Wearing of safety boots and high visibility safety vests is mandatory, along with hard hats when dumping at all tipping facilities.

9.08 When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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

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

9.09 Severance Pay

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

9.10 Mechanics will receive on an annual basis a tool allowance of **\$700** (with receipt), this Allowance to be paid on the first pay period of June of each year on a separate cheque. This includes Mechanics and Mechanic apprentices.

**ARTICLE 10 - HOLIDAYS**

10.01 **The following paid holidays, regardless of when they fall, will be granted to all employees.**

New Year's Day

Civic Holiday

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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Family Day  
Good Friday  
Victoria Day  
Canada Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

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

All employees shall be entitled to two (2) personal days to be taken **when requested with a minimum of 48 hour's notice, provided there is no more than 2 employees off per LOB on a "personal day"**. Unused personal days shall be reimbursed back to the employee.

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

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

10.03 In the event that a Statutory Holiday falls on a non-scheduled work day, the next work day shall be recognized as the Holiday. In the event that this is also a Holiday, the next scheduled work day shall be recognized as the Holiday.

**ARTICLE 11 - VACATIONS**

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

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

(a) Employees who have 0 - 5 years of service shall be paid 4% of

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

their gross earnings, and granted two (2) weeks' vacation.

- (b) Employees who have between 5 and 8 years of service shall be paid 6% of their gross earnings, and granted three (3) weeks' vacation.
- (c) Employees who have between 8 and 10 years of service shall be paid 8% of their gross earnings and granted three (3) weeks' vacation.
- (d) Employees who have ten years service or more shall be paid 10% of their gross earnings, and granted four (4) weeks' vacation.
- (e) "Gross annual earnings" means the employees gross earnings to date (including vacation pay).
- (f) Choice of vacation periods shall be based upon seniority, providing management can maintain a work force sufficient to do the job that is necessary. Vacations due in any year must be taken in the calendar year. Exception - during the period from June 15 through September 15, the maximum of two (2) weeks' vacation entitlement may be taken in an effort to provide vacation time for other bargaining unit employees to enjoy time off during this period.
- (g) **Vacation pay shall be paid out once per year, on the first pay period in December or upon request.**
- (h) All vacation requests must be made in writing by January 31st of each year (if not, the company will assign by seniority). In return, the Company will confirm by February 28th of each year for vacation requests.
- (i) All employees must take minimum weeks of vacation as



**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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follows:

Employees entitled to 2 weeks' vacation must take 2 weeks.

Employees entitled to 3 weeks' vacation must take 2 weeks.

Employees entitled to 4 weeks' vacation must take 3 weeks.

- (j) If an employee is off work due to a compensable sickness or injury, he shall receive no less than his regular straight time weekly earnings for each week of his vacation entitlement.

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

11.03 If a Paid Holiday falls within an employee's vacation (including Saturday or Sunday), at the employee's option, he may choose another day in lieu thereof or the Holiday pay. This choice must be made prior to going on vacation. If another day in lieu thereof is chosen, it must be mutually agreed upon prior to the date it is taken.

**ARTICLE 12 - SENIORITY**

12.01 Seniority will be established for each company location and a new employee will be considered on probation until he has worked for the Company for a total of forty-five (45) working days. His seniority shall then date back to the first day of hiring.

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

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

(c) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

---

agreed that in all cases relating to filling job vacancies, transfers, lay-offs and recalls after lay-off, senior employees shall be entitled to preference, providing he or she possesses the skill, ability and qualifications to perform the available jobs.

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

When recalling employees, they shall be recalled in order of seniority, providing they have the skill, ability and qualifications to perform the available jobs.

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

- (e) Full-time employees with recall rights will be recalled on a temporary basis in order of seniority, provided the employee on lay-off is competent to perform the available work.
- (f) **The company agrees that routes will be posted. A driver shall not be removed from a route unless there is just cause to be removed from it. All routes will be grandfathered to the drivers currently assigned to them.**

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

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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

Vacancies resulting from the first vacancy **will** be posted.

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

- (b) The Company agrees that any temporary vacancy shall be posted indicating the duration. The successful candidate of the temporary vacancy must remain for the duration of the vacancy. The only exception will be if the employee is eligible for a permanent vacancy.
- (c) All daily transfers of employees shall be made in accordance with seniority, providing it is a higher rate of pay. If a senior employee cannot be moved because of the efficiency of operation, that employee shall receive the higher rate of pay.
- (d) **If a commercial (FEL, rear load, side load) route is deleted or two or more routes are merged, the most senior displaced driver shall have the right to exercise his seniority to bump within his classification. If he exercises his bumping rights, the employee who is bumped shall have the right to bump the least senior employee in that classification. That employee, in turn, shall have the right to bump the least senior employee in another classification, provided he has the skill and ability to do so.**
- (e) **The current practice for Roll off drivers shall remain in place.**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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

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

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

- (a) Voluntarily quits the employ of the Company;
- (b) Is justifiably discharged;
- (c) Is laid off for a period of more than twelve (12) months;
- (d) Fails to report for work within seven (7) calendar days of the sending by registered mail of notice to return to work following a lay off.
- (e) Overstays a leave of absence without a reason acceptable to the Company;
- (f) Is absent for over three (3) consecutive days without notifying the Company and producing a reason for his absences acceptable to the Company;
- (g) Will not consent to a Company requested physical examination.

If there is a discrepancy between the Company doctor and the employee's doctor concerning an employee's medical condition, then a third doctor will be selected by the Company and Union and his evaluation shall be accepted by the parties.

12.07 It shall be the duty of the employees to notify the Company promptly

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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

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

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

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

12.10 An employee who is promoted to a position outside of the bargaining unit will continue to accumulate seniority for one (1) year. If the employee returns to the bargaining unit within the period of one (1) year, he will retain his accumulated seniority. If he does not return to the bargaining unit within one (1) year for any reason, he will forfeit all seniority.

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

12.13 For the purpose of mergers or amalgamations of other Progressive Waste operations or acquisition of other companies or employees transferring from other PROGRESSIVE WASTE operations not

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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covered by the Agreement, there shall be no dovetailing of seniority.

**ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01        (a)    Leave of absence without pay to attend Union conventions and conferences may be granted to not more than one (1) employee for a total period not exceeding in the aggregate twenty (20) days in any one (1) calendar year. Not more than one (1) employee may receive leave hereunder at any one time. Applications for such leave of absence shall be made by the Union in writing at least six (6) months prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans.
- (b)    The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans.
- 13.02        An employee returning from sick leave must be certified fit to perform his normal work. Such certification shall be in writing by a qualified physician before he may return to work.

Any medical examination requested by the Company shall be promptly complied with by the employee, provided however that the Company will pay for all such examinations, including in the case of a driver, examinations required for licensing purposes. The Company shall also pay an employee for three (3) hours at an "hourly rate" where he is required by the Company to be examined during a period for which he would not otherwise be paid. The Company shall reserve the right to select a qualified medical examiner or physician of its choosing and the Union may, if in its opinion an injustice has been done, have such employee re-examined at the Union's expense by a

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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qualified medical examiner or physician of its choosing, and this proviso can only be relied upon if the Company has reasonable and probable cause to demand such a medical examination.

13.03      Pregnancy and Parental Leave

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

13.04      Bereavement Leave

In the event of death in an employee's family, that is: father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parents, step children, grandparents, and grandchildren, the employee shall be entitled to be absent from work for a period of three (3) working days, without loss of pay.

13.05      Jury Duty and Witness Leave

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

**ARTICLE 14 - HEALTH AND WELFARE**

- 14.01      (a)      The Company agrees to provide to all eligible employees who have completed their probationary period Group Insurance Benefits coverage as outlined in the PROGRESSIVE WASTE Group Benefits Booklet which was in effect at the time of ratification of this Agreement at no cost to the employees. There shall be no changes to the PROGRESSIVE WASTE

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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Group Benefit Coverage which has a negative effect on the majority of the employees. The Company shall pay, to a maximum of \$75.00, for eye examinations every 24 months. A copy of the PROGRESSIVE WASTE Canada Inc. Group Insurance Benefits shall be forwarded to the Local Union office.

- (b) The Company agrees to provide all eligible employees with a Pension Plan as outlined in the PROGRESSIVE WASTE Employee Retirement Booklet in effect at the time of ratification of this Agreement. There shall be no changes to the PROGRESSIVE WASTE Pension Plan which has a negative effect on the majority of the employees. The Company shall increase from 5.7 of gross earnings. A copy of the PROGRESSIVE WASTE Canada Inc. Pension Plan shall be forwarded to the local Union office.

New Hires: Any new hires after the ratification date, Once qualified for the pension plan, the employee will receive a contribution of 3% of gross earnings, and will receive 1% each year thereafter until the maximum of 5.7% is reached.

Group Benefits Coverage as outlined in Appendix "A" hereto.

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

**ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.01 (a) The standard hours of work shall be as follows:

Monday to Friday:

Drivers      9 hours per day 45 hours in a week  
Start time between 4:00 a.m. and 8:00 a.m.



**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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9 hours per day 45 hours in a week  
Start time between 2:00 p.m. and 4:00 p.m.

Start times may be changed when mutually agreed to.

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

Exception to the above: A Tuesday to Saturday work week will apply for no more than **four (4)** employees in each classification. **Anyone currently not working on the existing Tuesday to Saturday schedule and prior to ratification will not be required to do so.**

- (b) The Company will grant two (2) fifteen (15) minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift, and a one-half (1/2) hour unpaid lunch break.
- (c) Any employee who is scheduled to work and reports for the same shall be entitled to their applicable standard hours of work for that day.

15.02 Overtime shall be paid at time and one-half, subject to Article 9.04.

All Drivers: Overtime will be paid after 9 hours in a day

Subject to Articles 9.04 and 15.01 (a), any work performed on an employee's scheduled day off, Saturday, Sunday, or Statutory Holidays shall be paid at time and one-half.

15.03 Any employee who is called in to work prior to the commencement of his regular work day or any employee who is called back to work after

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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the completion of his regular work day will be guaranteed a minimum of four (4) hours at time and one-half subject to Article 9.04. Furthermore, subject to Articles 9.04 and 15.01(a), any employee called to work on a Saturday, Sunday or Statutory Holiday will be guaranteed four (4) hours at time and one-half.

- 15.04 An employee temporarily transferred to another job will receive his own job rate or the other job rate, whichever is higher.
- 15.05 Drivers: Saturday, Sunday and Statutory Holiday - overtime shall be on a rotating basis. If there are no volunteers for overtime, reverse order of seniority shall apply.
- 15.06 If a route is deleted or merged, the Driver shall have the right to exercise his seniority to bump the junior employee in his classification.
- 15.07 An employee who cannot report on time or who is sick and unable to come to work, shall inform his supervisor as soon as possible prior to the beginning of his shift and no later than shift start.
- 15.08 The Company will give at least two (2) hours' notice of overtime except for reasons beyond its control.
- 15.09 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

**ARTICLE 16 - NO DISCRIMINATION**

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

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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the Ontario Human Rights Code.

**ARTICLE 17 - BULLETIN BOARD**

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

**ARTICLE 18 - HEALTH & SAFETY**

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

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

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

18.04        The Company agrees that all one person units and commercial trucks will be equipped with a camera mounted at the rear of the vehicle to enhance the safety of the general public and driver.

**ARTICLE 19 - DURATION OF AGREEMENT**

19.01        This Agreement shall, unless changed by mutual consent, continue in

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

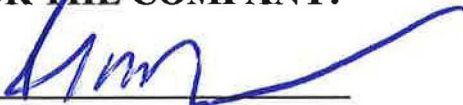
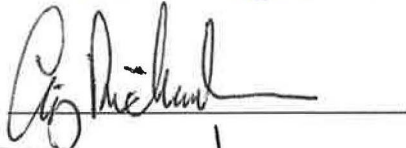

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full force and effect from the **1st day of October, 2015 until the 30th day of September, 2020**, and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not less than thirty (30) days and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




- 19.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 19.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

**DATED AT MISSISSAUGA THIS                      DAY OF JANUARY, 2016**

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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\_\_\_\_\_  
**EDWIN OLICIA**  
  
\_\_\_\_\_  
**Stephen Harris**  
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**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**Progressive Waste Solutions  
650 Creditstone Road  
Concord, Ontario L4K 5C8  
(hereinafter referred to as the “Employer”)**

**AND:**

**TEAMSTERS LOCAL UNION No. 419,  
Affiliated with the International Brotherhood of Teamsters, of the  
City of Mississauga, Province of Ontario;  
(hereinafter referred to as the “Union”)**

**Re: Region of Peel Driver Group**

- 1. The Parties agree that this Letter of Understanding (“LOU”) exists for the sole purpose of modifying the terms and conditions of employment for the employees servicing the residential waste management contract between the Region of Peel and Progressive Waste Solutions (the “The Peel Driver Group”)**
- 2. The Parties agree that in addition to the existing Progressive Waste Solutions commercial group (“PWS Commercial Group”) seniority list (the “PWS Commercial Seniority List”) whose classifications are outlined in Article 9, the Peel Driver Group added to the Seniority list which includes the Peel Driver Group classifications and requisite Spare employees will be created and administered through this LOU (the “Peel Driver Group Driver Group Seniority List”)**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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- 3. During the month of January 2016 after the initial training has been completed a random named lottery will be held to determine the seniority of all personal hired up to that point. All subsequent hires seniority will be based on their hire date.**
  
- 4. The parties agree that the Commercial Group and the Peel Driver Group seniority lists are separate and distinct from each other under all circumstances, and there shall be no comingled application. Seniority on each list will be applied for the purposes of posting, layoff and recall on each particular list, and there will be no bumping, crossover, or transfer of employees between lists. However, should there be a job vacancy posted on either list, and no bid has been accepted for such job within the respective group, then employees from the other group may bid on the job vacancy and be considered before candidates outside of the entire bargaining unit, subject to the conditions outlined in Article 13. If an employee successfully bids to another seniority list and completes the probation as outlined in 13(a), such employee will relinquish their seniority on the list they originated from, and are awarded seniority on the new list backdated to the award date of their new job. Unbroken employment with the employer will be credited for the calculation of vacation entitlement and pay as outlined in the second part of Article 20(b).**
  
- 5. The following are exceptions, additions, or replaced language to the Collective Agreement which affect or apply only to the Peel Driver Group and corresponding Peel Driver Group Seniority List.**
  - a. Article #2 – Additional language – The duration of this LOU is for a minimum of five years starting from January 1<sup>st</sup>, 2016 and expiring December 31th, 2021.**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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- b. Article 5.01 – Additional language – The Peel Driver group will have two (2) members added to the negotiating committee for renewal of the Collective Agreement in addition to the six (6) members already accounted for from the Commercial group seniority list.**
  
- c. The probationary period for Peel employees will be 90 calendar days.**

**HOURS OF WORK AND OVERTIME- Peel Drivers**

- a) The standard workweek is forty (40) hours, consisting of four (4) ten (10) hour shifts. An employee may switch scheduled days off with prior approval.**
  
- b) If required by the Peel Residential Curbside Collection Contract, it is agreed that the workweek schedule may be modified.**
  
- c) Daily overtime shall be offered on the following basis; first within the business unit by seniority; next to Drivers in the closest area as determined by the Company; then to other employees who are qualified on a seniority basis.**
  
- d) The Company agrees that anyone who is scheduled to work and completes his shift shall be guaranteed ten (10) hours' pay, even if the actual number of hours worked are less than ten (10).**
  
- e) All hours worked in excess of ten (10) per day and forty (40) per week shall be paid at one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of ten (10) per day and forty (40) per week shall be paid at one and one-half (1-1/2) times the employee's hourly rate, applicable to the schedule completed.**
  
- f) All hours worked on Saturday or Sunday shall be paid at one and one-**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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half (1-1/2) times the employee's hourly rate, exclusive of shift premium.

- g) The Company will grant two (2) fifteen (15) minute rest periods without loss of pay, one in the first half and one in the second half of each shift and one (1) half hour unpaid lunch break. The regular work day shall be 10 hours (10) hours each day, with one-half (1/2) unpaid lunch break. The regular work week shall be guaranteed at forty hours worked Monday through Thursday subject to unforeseen circumstances beyond the Employers control (i.e. Act of God).
- h) The Company agrees to continue the current practice whereby the hours of work on Friday, where the Region of Peel modifies the work week schedule as per Article 11.01, shall be paid at time and one half (X1.5) the employees' regular hourly rate.

**6. The following are classifications and wage rates for the Peel Driver Group:**

**Classifications**

**Driver – ASL Residential**

**Driver – Rear Load Residential**

**Swing Driver**

**General Labourer will be paid the same rate as the Toronto CBA rates.**

**Helper Residential**

**Mechanic will be paid the same rate as the Toronto CBA rates.**

**Wage Rates (all Driver Classifications)**

**Effective Jan 1<sup>st</sup>, 2016 - \$21.00**

**Effective Jan 1<sup>st</sup>, 2017 - \$21.42**

**Effective Jan 1<sup>st</sup>, 2018 - \$21.84**

**Effective Jan 1<sup>st</sup>, 2019 - \$22.28**

**Effective Jan 1<sup>st</sup>, 2020 - \$22.84**

**Effective Jan 1<sup>st</sup>, 2021 – \$23.41**

**Driver Trainer will be paid at \$1.00 an hour above their classification rate**



**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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**Helper Residential wage rates**

**Effective Jan 1<sup>st</sup>, 2016 - \$19.00**

**Effective Jan 1<sup>st</sup>, 2017 - \$19.38**

**Effective Jan 1<sup>st</sup>, 2018 - \$19.76**

**Effective Jan 1<sup>st</sup>, 2019 - \$20.16**

**Effective Jan 1<sup>st</sup>, 2020 - \$20.66**




**Effective Jan 1<sup>st</sup>, 2021 - \$21.18**

**DATED AT MISSISSAUGA THIS      DAY OF JANUARY, 2016**

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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\_\_\_\_\_  
**EDWIN OLICIA**  
  
\_\_\_\_\_  
**Stephen Haderis**  
\_\_\_\_\_

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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**APPENDIX "A"**

**GROUP INSURANCE BENEFITS**

**LIFE INSURANCE:**

Hourly - 2 X earnings up to \$150,000.00

**DEPENDENT GROUP LIFE:**

\$10,000.00 Spouse  
\$5,000.00 each Child

**OPTIONAL LIFE INSURANCE:**

Salaried and Hourly - Units of \$10,000.00 up to a maximum of \$200,000.00

**ACCIDENTAL DEATH & DISMEMBERMENT:**

2 X times your annual salary

**CO-INSURANCE:**

100% for all benefits including hospital and out of country benefits

**OVERALL MAXIMUM UNLIMITED:**

Hospital semi-private  
Convalescent hospital - \$10.00 per day for 120 days  
Home nursing benefit - \$25,000.00 per year

**HEALTH PRACTITIONERS**

\$40.00 per visit to a maximum of \$400.00 per practitioner

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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**OUT OF PROVINCE EMERGENCY ONLY**

\$1,000,000.00 lifetime maximum, 14 days maximum hospital (unless doctor certifies unable to travel)

**PRESCRIPTION PLAN:**

Annual claim forms to fill out - 100% coinsurance - paid by Company

**DENTAL:**

Current ODA

100% basic coverage

50% major restorative coinsurance - paid by Company

50% orthodontic coinsurance - paid by Company

Basic Plan maximum unlimited

Major restorative plan maximum is \$1,500.00 every year

Orthodontic benefits maximum is \$2,500.00 lifetime

Selective exam every 8 months

**VISION:**

Lenses and frames, including contact lenses

**\$350.00** in any 24 month period (12 months if under the age of 18)

Company will pay a maximum of \$75.00 every 24 months for eye examinations.

**SMOKING CESSATION PROGRAM:**

**The Company will provide \$500 lifetime provided that appropriate receipts are submitted.**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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HEARING AIDS:

\$500.00 every 36 months

ORTHOPAEDIC SHOES AND DEVICES:

**\$350.00** per calendar year

LONG TERM DISABILITY:

26 week elimination period with a 60% benefit upon proof of disability with Company's Health Insurance provider

**SHORT TERM DISABILITY:**

**6 day qualifying period at 60% of earnings for a maximum for 26 weeks**

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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# PROGRESSIVE WASTE SOLUTIONS CANADA INC. RETIREMENT PLAN

**T**he plan, completely paid for by PROGRESSIVE WASTE is simple: As long as you work for the company and are eligible for the plan your retirement plan account is growing. You can keep up with it by reading your annual account statement that tells you how much your account grows each year. When you retire you can receive monthly payments for the rest of your life, or transfer your account balance to your own personal Locked-in Retirement Account (LIRA).



Here's how the Retirement Plan works:

- You become a participant in the Retirement Plan after one year of working at Progressive Waste Solutions. Part-time employees begin participating after 24 consecutive months of service. You start earning benefits once you become a participant.
- You are vested in the plan after two years of participation in the plan. Once you are vested, you are guaranteed a benefit from the plan.
- Progressive Waste contributes to your account each month an amount equal to **5.7%** of your pay (up to the Revenue Canada limits).
- Your account is invested by professional money managers. Your account each year will reflect the experience of the investments.
- Progressive Waste sends you a personal Retirement Plan account statement each year so you can keep up with how your account is growing. It gives you details about how much Progressive Waste added to your account that year and the investment experience.

The account balance statement is new, but the Retirement Plan is not. So, if you have been a participant of the Retirement Plan, you can have an “opening balance” when you get your first statement. If you are new to Progressive Waste your opening balance on the first statement you receive will be zero. You also can

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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choose to purchase an annuity for retirement and begin with an opening balance of zero.

Let's look at an example of how your Retirement Plan account grows each year.

Suppose you have a \$2,000 Retirement Plan balance at the beginning of the year. Also suppose you are paid \$20,000 in the year. Here is how your account balance for the beginning of the next year would be calculated, assuming an investment minimum of 7%.

Your \$2,000 would earn a 7% return for the year:

$$\text{\$2,000} \times 7\% = \text{\$140}$$

Progressive Waste contributes to your account an amount equal to 5.7% of your pay:

$$\text{\$20,000} \times 5.7\% = \text{\$1,140}$$

So, you would add the interest the account earned to the amount PROGRESSIVE WASTE contributed, plus the interest Progressive Waste's contribution earned to your account balance:

<b>\\$140</b>	(investment gain)
+	
<b>\\$1,140</b>	(Progressive Waste contribution)
+	
<b>\\$30</b>	(contribution earning)
+	
<b>\\$2,000</b>	(account balance at beginning of year)
+	
<b>\\$3,310</b>	(new account balance)



Your Progressive Waste Retirement Plan account continues to grow this way until you retire from Progressive Waste and collect your plan benefit. Each month you

## **TEAMSTERS LOCAL UNION NO: 419 AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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work here Progressive Waste is going to contribute 5.7% of your pay to add to your account, and the total balance is invested on your behalf.

Let's look at how this same account can grow over time. In the chart below we see the example of how this person who earns \$20,000 a year can have \$20,000 of retirement money after just 10 years of service with Progressive Waste. This happens because the person's Progressive Waste Retirement Plan account is being credited with 5.7% of pay each year, plus the account is earning annual interest.

And this is entirely paid for by Progressive Waste.

### **Other Features of the Plan**

There are a number of things about the Progressive Waste Retirement Plan that make it valuable to you.

You can retire from Progressive Waste and collect your benefit as long as you are vested and are at least 55 years old. Of course, as long as you continue to work, Progressive Waste makes its contribution to your account.

If you have at least two years credited service and leave Progressive Waste you can transfer your account into a personal LIRA or other registered retirement plan.

If you are disabled while you are an active Progressive Waste employee and you have at least five years of service, Progressive Waste continues to contribute to your account each month. The contribution is based on the pay you were earning at the time you became disabled.

If you die before you reach retirement age, your spouse or beneficiary gets a choice. He or she can purchase an annuity with the account balance or take it as a lump sum transfer.

Benefits from the plan can be paid to you in different forms:

- You can receive an annuity that pays you a monthly benefit for the rest of

**TEAMSTERS LOCAL UNION NO: 419  
AND PROGRESSIVE WASTE SOLUTIONS CANADA**

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your life. After you die, your Retirement Plan benefit can continue to pay your spouse or beneficiary a monthly benefit.

- You can take your account balance and transfer it into a personal LIRA.

You can get more detailed information in the Progressive Waste Retirement Plan brochure.

## **Saving for Retirement**

Progressive Waste is keeping your retirement in mind, even if you aren't thinking about it right now. That's because there is a lot that can be done now to prepare for your days as a retiree.

Just as the company is putting money away for your retirement, you should be too. It's never too early to get into the savings habit. Take advantage of your chance to save in the Progressive Waste Savings Plan; keep up with your balance in the Retirement Plan; don't let the day come when you say "I wish I had saved more money".

Keep in mind that – regardless of how far away it may seem – you're always on the road to retirement.