

COLLECTIVE AGREEMENT

BETWEEN:

SALISH DISPOSAL LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

PENTICTON

September 21, 2002 to September 30, 2005

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - BARGAINING AGENT RECOGNITION .....	1
ARTICLE 3 - EMPLOYER'S RIGHTS .....	2
ARTICLE 4 - UNION SECURITY .....	3
ARTICLE 5 - HOURS OF WORK AND SHIFTS.....	4
ARTICLE 6 - OVERTIME, ROUTE COMPLETION AND PREMIUM RATES.....	7
ARTICLE 7 - CLASSIFICATIONS .....	8
ARTICLE 8 - WAGE RATES.....	8
ARTICLE 9 - GENERAL HOLIDAYS.....	9
ARTICLE 10 - ANNUAL VACATIONS.....	10
ARTICLE 11 - SENIORITY .....	11
ARTICLE 12 - GENERAL.....	13
ARTICLE 13 - INTERVIEWS, ACCIDENTS & DISCIPLINE .....	15
ARTICLE 14 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS	16
ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION.....	17
ARTICLE 16 - SAFETY.....	18
ARTICLE 17 - HEALTH AND WELFARE.....	18
ARTICLE 18 - LIFE OF AGREEMENT AND RENEWAL.....	19
SCHEDULE "A": PENTICTON .....	20
LETTER OF UNDERSTANDING #1 .....	21
LETTER OF UNDERSTANDING #2 .....	22

# COLLECTIVE AGREEMENT

BETWEEN

SALISH DISPOSAL LTD.

(hereinafter referred to as the "Company")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the Parties hereto agree as follows:

## ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of settling differences and misunderstandings which might arise; to further, to the fullest extent possible, the safety and welfare of the employees; economy of the operation, quality of work done, and protection of property; and to elevate the Industry to the highest possible degree.

It is recognized by this Agreement to be the duty of the Employer and the Union to co-operate fully for the advancement of the aforesaid conditions.

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

## ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.01 The Employer recognizes the Union as the sole representative of, and bargaining agent for the employees and Commercial Dependant Contractors, as contained in the certification, in a unit composed of all employees employed in each and any classification contained in this Collective Agreement and who work at and from 1160-1200 Carmie Avenue, Penticton, BC.

2.02 Regular maintenance and repair including PM Programs and D.O.T. certified maintenance and repair of the equipment shall be performed by bargaining unit members.

It is agreed by the parties that where the Company has a lack of shop equipment and/or facilities, the Company may continue to contract out such work as done prior to this Collective Agreement

2.03 It is understood that all Residential (both garbage and recycle) Dependant Contractors/ Owner Operators and their employees shall be excluded from this Agreement. It is also recognized that the Employer will pay the equivalent of dues to the Union as per Article 4.03 on behalf of all Residential Dependant Contractors/Owner Operators.

- 2.04 Hourly rated employees on staff as of the ratification will not lose their employment or income as a result of the Company creating or converting any classifications to Dependant Contractors/Owner Operators.
- 2.05 Where the Company creates or converts any classification to Dependent Contractor/Owner Operator, Article 8.02 shall apply.

### **ARTICLE 3 - EMPLOYER'S RIGHTS**

- 3.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work, to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.
- 3.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise a grievance procedure as outlined in this Agreement.
- 3.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees.
- 3.04 The Employer recognizes that the exercise of its Employer's rights will not conflict with the terms of this Agreement.
- 3.05 Force Majeure: In circumstances of force majeure, limited to the discontinuance of operations due to lack of fuel, riot, freeze-up, excessive snow, flood, earthquake and explosions and collapse of equipment and buildings, those provisions of the Collective Agreement penalizing the Employer, either monetarily or otherwise, will not be effective for the duration of the force majeure.

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

- 3.06 The Employer shall have the right to employ as many Commercial Dependant Contractors/Owner Operators as required. Management shall have the right to select the appropriate persons from the Bargaining Unit to fill these positions and seniority shall not be the governing factor in the selection process. Prior to hiring any new employees, Management will consider and choose from all of the current employees who apply for the open Commercial Dependant Contractor/Owner Operator positions.
- 3.07 The Employer shall have the right to employ, as many Residential Recycle Dependant Contractors/Owner Operators as required. Management shall have the right to select the appropriate persons from the Bargaining Unit to fill these positions and seniority shall not

be the governing factor in the selection process. Prior to hiring any new employees, Management will consider and choose from all of the current employees who apply for the open Residential Recycle Dependant Contractor/Owner Operator positions.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 4.02 The Employer shall hand each new employee a Union membership card and dues deduction card (supplied by IUOE). The employee shall complete said cards and return them to the Employer. The Employer shall submit the Union membership card to the Union, and shall retain the dues deduction card on the employee's file.
- 4.03 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions.
- The Union will specify the amount of the initiation fee in the said remissions and deductions.
- 4.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 4.05 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.
- 4.06 In the event of the sale of a majority of the operations of the Employer, it shall be a condition of such sale that the purchaser shall assume the Collective Agreement as entered into by the International Union of Operating Engineers, Local 115, and the Employer and that the employees shall retain their seniority in accordance with the Collective Agreement. Any such sale shall be done in accordance as per BC Provincial labour law at the time of sale.
- 4.07 Management shall only operate equipment and/or work with tools in the case of an emergency. An emergency shall only be for the safety of man and/or equipment. Management may use tools or operate equipment for instructional or evaluation purposes or to service its Customers to meet and fulfill the Company's obligations, only after the Company has exhausted the seniority list to contact a qualified driver.

- 4.08 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.
- 4.09 The Employer shall not contract out work normally performed by members of the bargaining unit where such work would result in the layoff of bargaining unit employees or the failure to recall laid-off employees
- 4.10 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket. It is recognized that the Employer may employ a management person with a valid first aid ticket to comply with this requirement.
- 4.11 The Employer shall indemnify and save and hold harmless any Employee, who is a member of the Union, in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings and judgments provided such claims are attributable to or caused by any negligent actions or omissions by any employee while working within the scope of his employment and further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings and judgments against any employee who is a member of the Union provided that such employee co-operates honestly & fully with the Employer in defending such claims, demands, costs, damages, actions, suits, proceedings and judgments. Further, the conduct of such claims, demands, costs, damages, actions, suits, proceedings and judgments shall be within the sole discretion of the Employer.
- 4.12 No employee shall be required to submit to any drug and/or alcohol testing at any time subject to any changes in the laws surrounding drug and/or alcohol testing by employers.
- 4.13 Posting of a Union insignia on the driver's side vent window on Company-owned trucks and tractors shall be permitted, subject to the size not exceeding sixteen (16) square inches.

## **ARTICLE 5 - HOURS OF WORK AND SHIFTS**

- 5.01 The standard working shift for all posted employees shall be:
- (a) eight (8) hours work within eight and one-half (8-1/2) consecutive hours and shall be worked in five (5) posted consecutive days of the week, or
  - (b) ten (10) hours work within ten and one-half (10-1/2) consecutive hours and shall be worked in four (4) posted consecutive days of the week.
- 5.02 Posted employees shall be paid a minimum of:
- (a) When working an eight (8) hour shift:
    - (i) four (4) hours at regular pay
    - (ii) a minimum of four (4) hours at the overtime rate of pay on the sixth (6th) and seventh (7th) consecutive day of work and/or general holidays.

- (b) When working a ten (10) hour shift:
  - (i) five (5) hours at regular pay
  - (ii) a minimum of five (5) hours at the overtime rate of pay on the fifth (5th) and any subsequent consecutive day of work and/or general holidays.
- 5.03 The Employer shall post as many "posted shifts" as required to carry out its business. The Employer will make every reasonable effort to maintain consistent start times for posted shifts.
- 5.04 Fifty percent (50%) of all posted employees in each line of business shall be guaranteed a forty (40) hour workweek. Seniority shall be the determining factor.
- 5.05 SPARE EMPLOYEE: All employees, other than posted employees, shall be considered as spare. All spare employees will report to work at the request of the Employer and shall be paid a minimum of two (2) hours call-out at straight time. These employees shall be employed due to illness, vacations and/or any other short-term absence subject to qualifications.

In instances where a spare employee has worked more than thirty-two (32) hours, but less than forty (40) hours by the fourth (4th) day of the week, such spare employee shall be given opportunity to work on the fifth (5th) day of the week before a more junior spare employee, in order to obtain forty (40) straight time hours for the week. In such occurrences as stated in this section, all daily guarantees, as contained elsewhere in this Collective Agreement shall not be applicable.

The Employer shall post a calendar for the spare employees to book their non-available days for the following week. Spare employees shall not book more than three (3) non-available days in any calendar week.

This list shall be posted by Saturday at 6:00 a.m. and shall be removed after 5:00 p.m. on Friday the following week.

The Dispatcher shall then confirm the starting times of each spare employee between the hours of 2:00 p.m. and 6:00 p.m. of the day before the scheduled workday.

- 5.06 Employees who are required, by management, to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.
- 5.07 Employees shall receive two (2) paid fifteen (15) minute breaks during the employee's regular shift.
- 5.08 A schedule shall be posted on the bulletin board on the Employer's premises containing the names of each posted employee, his starting and quitting times and his days off each week.
- 5.09 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work originally directed by the Employer.

- 5.10 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.11 (a) For posted employees, the workweek shall start on the first scheduled day of their week.
- (b) For spare employees, the week shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
- 5.12 A shift commencing on one (1) day and continuing into the next day shall be considered as work performed on the day on which the shift commences.
- 5.13 An employee shall have at least eight (8) consecutive hours rest after he has completed a shift. Should he choose to work overtime, his rest period would be reduced by the number of hours so worked. If an employee is called into work without having had eight (8) consecutive hours rest, he shall be paid at the overtime rate of pay until he has had the said eight (8) consecutive hours rest. No employee shall commence his shift without eight (8) hours consecutive rest between shifts without Management approval.
- 5.14 An employee returning to work after one (1) or more days of absence shall give notice of return to work to the Dispatcher on duty before 12:00 noon of the working day preceding his first (1st) day back to work. Failing such notification, the employer will not be required to schedule the employee for work until the Company Dispatcher receives such notification.
- 5.15 When an employee who is regularly scheduled to work forty (40) hours in a work week finds that, as a result of shift changes caused by lay-offs and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

Such arrangement shall be by mutual consent and in writing

5.16 SHIFTS:

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 4:00 a.m. and 11:59 a.m.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 noon and 7:59 p.m.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 8:00 p.m. and 3:59 a.m.

5.17 TRAINING:

The Employer shall ensure each and every employee has received the appropriate training to effect any safe work methods or operation of any equipment necessary for the employee working in his respective classification.

All spare employees shall receive training in all lines of business as the need arises. If a spare employee suffers a loss of income and/or hours as a result of lack of training in a particular line of business, that spare employee shall be trained in that line of business at the earliest opportunity. No employee shall continue to suffer a loss of income where the company has been made aware of the employee's lack of training after the second circumstance.

Upon completion of the appropriate training the employee shall be subject to an assessment by the company to determine if the employee has achieved a reasonable standard. Any employee who failed the assessment procedure shall have the right to request that a written copy be provided to him by the Company

## **ARTICLE 6 - OVERTIME, ROUTE COMPLETION AND PREMIUM RATES**

### **6.01 OVERTIME:**

- (a) All employees working the eight (8) hour shift shall be paid time and one-half (1.5x) their hourly rate of pay, for all hours in excess of eight (8) hours up to and including 12 hours. Any hours in excess of 12 hours shall be paid at double their hourly rate of pay.
- (b) All employees working the ten (10) hour shift shall be paid time and one half (1.5x) their hourly rate of pay, for all hours in excess of ten (10) hours up to and including 12 hours. Any hours in excess of 12 hours shall be paid at double their hourly rate of pay.

6.02 For all hours worked on a General and/or Proclaimed holiday named in Article 9.01, an employee shall be paid a minimum of one and one half times (1½x) his hourly rate of pay, up to and including 12 hours. Any hours in excess of 12 hours shall be paid at double his hourly rate of pay.

- 6.03 (a) Overtime on non-scheduled workdays and/or statutory holidays will be awarded to senior employees with the qualifications who have signed the overtime list in accordance with article 14.07. In the event there are insufficient volunteers to perform overtime work, the overtime work shall be assigned to the employee(s) with the least amount of seniority who have the qualifications to perform the work available.
- (b) For overtime that may occur at the end of a shift, the employee directly affected shall notify dispatch/supervisor and complete the route/duties up to two (2) hours of worked overtime. In the event the route/duties are still uncompleted other qualified employees on that shift may be offered the overtime in accordance with seniority.

6.04 Subject to Article 14.07, all overtime shall be in accordance with this collective agreement. All overtime, including call out shall be allocated on a seniority basis, subject to the employers right to use the lowest premium rate available.

### **6.05 PREMIUM RATES**

Employees shall be paid the following premiums:

- (a) The Chargehand of a shift shall be paid an additional seventy-five (0.75) cents per hour.
  - (b) When required, one employee with a valid first aid ticket shall be paid an additional fifty cents (0.50) per hour.
- (a) The above premiums shall be paid for all hours worked including overtime hours, however, the premium rate shall not be included in the calculation of the overtime rate, but shall be added on top of the overtime rate. Premiums shall also be paid for non-worked General Holidays.

## **ARTICLE 7 - CLASSIFICATIONS**

- 7.01 PROBATIONARY EMPLOYEES, as defined in Article 11.03(a), shall receive the rate of pay applicable to the classification, in which they are hired, less two dollars (\$2.00) per hour.
- 7.02 DRIVERS – include the following classifications: roll-off, roll-off truck and trailer, semi-trailer, front load, hiab, jhitney, recycle, residential, go-can and spare truck driver whose duties include the operating and driving of a truck and who are in possession of an appropriate minimum Class III with restriction 15 drivers license issued under the Motor Vehicle Act of BC.
- 7.03 SPARE DRIVER is an employee who is required to be able to replace any truck driver.
- 7.04 LABOURER—is an employee who's primarily directed by the dispatch/maintenance office. His duties shall be to operate service vehicles and all other general duties, as directed by the dispatch/maintenance office.
- 7.05 CHARGEHAND – is an employee who shall assist the Shop Forman in carry out his duties. The Chargehand shall not take disciplinary action against an employee. It is recognized that the Chargehand shall have to answer to the Shop Foreman for any deficiencies in workload completion.
- 7.06 It is understood that the above descriptions are general in nature because it would be impossible to list all situations that might arise during the workday.

## **ARTICLE 8 - WAGE RATES**

- 8.01 Hourly – See attached schedules.
- 8.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 16 of this Collective Agreement.
- 8.03 If an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s) and the Company shall pay the difference between available assistance and the apprentice's loss of regular wages.

- 8.04 The Employer shall pay each employee every two (2) weeks on a Friday, all wages due, up to and including the previous Saturday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given each employee each and every payday. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 8.05 Employee pay cheques shall be available at 12:00 noon in the head office on payday. Employees working the second (2nd) and third (3rd) shift shall be able to pick up their pay cheques on the day prior to payday. All pay cheques are to be in envelopes. Any employee may request to have his pay cheque mailed to his residence or to be paid by electronic transfer.
- 8.06 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 8.07 Where the employee is terminated by the Employer, the Employer shall pay the employee all wages and earned holiday pay within forty-eight (48) hours. Within forty-eight (48) hours the employee shall receive the record of employment.

#### **ARTICLE 9 - GENERAL HOLIDAYS**

- 9.01 The following General Holidays shall be recognized by the Employer:

NEW YEARS DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BC DAY
LABOUR DAY	

and all other holidays, which may hereafter, be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

- 9.02 Employees who have established seniority in accordance with Article 11 and who have worked the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday and be entitled to take the day off.
- 9.03 In the event of a General or Proclaimed Holiday falling on employees regular day off, the Employee shall receive and choose one of the following:
- 1) his first scheduled week day/days following his annual vacation as additional day/days off with pay, or
  - 2) another day's wages, or
  - 3) another day/days off with pay, such day to be mutually agreed between the Employer and the employee and such day/days to be taken within six(6) months.

## ARTICLE 10 - ANNUAL VACATIONS

All employees shall receive annual vacations in accordance with the following:

- 10.01 Employees who have not completed one (1) years' employment on the anniversary of their date of hire in any year, shall be paid vacation pay based on four percent (4%) of their total earnings previous to the anniversary of their date of hire and after serving six (6) months service from their date of hire may take one (1) week's vacation.
- 10.02 Employees who have completed one (1) year's employment on the anniversary of their date of hire in any year shall receive and take a vacation of two (2) weeks with pay based on four percent (4%) of their total earnings for the year prior to the anniversary of their date of hire and each year thereafter, EXCEPT:
- 10.03 Employees who have completed five (5) consecutive years of employment on the anniversary of their date of hire in any year shall receive and take a vacation of three (3) weeks with pay based on six percent (6%) of their total earnings for the year prior to the anniversary of their date of hire and each year thereafter, EXCEPT:
- 10.04 Employees who have completed ten (10) consecutive years of employment on the anniversary of their date of hire in any year shall receive and take vacation of four (4) weeks with pay based on eight percent (8%) of their total earnings for the year prior to the anniversary of their date of hire and each year thereafter.
- 10.05 The Employer shall post a vacation schedule sheet on the employee's bulletin board no later than October 31st of each year and the employees shall post their desired vacation period on the schedule no later than January 31st. On or after February 1st, the Employer shall confirm vacation periods subject to operational needs on an individual basis, by seniority, to be completed no later than March 1st.  
  
Failure of an employee to choose a vacation period prior to January 31<sup>st</sup> shall result in that employee being given the choice of openings existing after March 1<sup>st</sup>, on a first come first serve basis.
- 10.06 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled workweek.
- 10.07 All annual vacations shall be taken within the twelve (12) month period commencing on the employer's anniversary date.
- 10.08 Any employee wishing to change his vacation schedule may do, so subject to availability and mutual agreement between the parties.
- 10.09 The term "gross earnings" as used for the calculation of vacation pay, as described within this Collective Agreement shall include all earnings in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.

## ARTICLE 11 - SENIORITY

11.01 The Company shall at three (3) month intervals provide the Union with an up-to-date list of all employees covered by the Collective Agreement showing the divisional seniority of each employee. The Company shall post a copy of this list on the Union bulletin board or in a conspicuous place in all operating locations covered by this agreement.

11.02 (a) There shall be two (2) types of seniority within the Company's operations in British Columbia:

Company seniority is the length of continuous service with the Company from the most recent date of hire.

(ii) Divisional seniority is the length of service of an employee within a division of the Company.

(b) For the purpose of determining divisional seniority, divisions are defined as:

(i) Abbotsford

(ii) Kamloops

(iii) Penticton.

(c) An employee may only accumulate divisional seniority in the division in which he is working. Upon transfer to another division an employee shall lose his divisional seniority in the division he is transferring from.

(d) Where an employee has lost divisional seniority as a result of being transferred out of a division he shall pick up that lost divisional seniority upon return to that division and shall retain such divisional seniority, and accumulate further divisional seniority in that division, while he works in that division.

(e) Unless otherwise specified in this agreement, in the application of seniority, divisional seniority shall be considered first.

(f) An employee who transfers into another division shall remain in that division for a minimum of one (1) year before being eligible to transfer out into another division. This shall not restrict an employee who is laid off in one division from transferring into another division.

11.03 (a) All new employees shall serve a probationary period of forty-five (45) worked days. Should an employee be laid off or unavailable during this period, his probationary period shall cease to run. A probationary employee may be dismissed at any time during this period, at the Employer's discretion.

(b) A probationary employee shall not exercise seniority rights during the "probationary period". Upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.

- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force. (Subject to Qualifications, Skill, and Ability)
- 11.04 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs shall not be used for discipline or discharge purposes.
- 11.05 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer, (Subject to Qualifications, Skill, and Ability) beginning with the most senior employee and proceeding in turn thereafter.
- 11.06 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued.
- 11.07 An employee whose lay-off exceeds nine (9) calendar months shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing paid to him and he shall be supplied with a Record of Employment (if not done previously).
- 11.08 Seniority shall continue when an employee is off work due to illness or non- occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and employment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 11.09 Seniority shall continue when an employee is off work due to an injury received on the job. Where Article 14.05 of this Agreement does not apply on return to work, the employee shall retain his last posted position accepted by him, however he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is received within the seven (7) days prescribed in the particular job posting.
- 11.10 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of workload, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.
- 11.11 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 11.12 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after

receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work within forty-eight (48) hours from receiving such clearance.

- 11.13 Employees returning to work after an absence and/or illness of two (2) days or longer, or after repeated absences for illness shall, provide to the Employer, a medical certificate completed by a licensed medical practitioner establishing that the employee is fit for work.

## **LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY**

### **11.14 LEAVE OF ABSENCE**

Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended to a maximum of 6 months by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements. Any given leave of absences shall not exceed three months.

### **11.15 BEREAVEMENT LEAVE**

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, a three (3) day leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for actual hours lost from his regular schedule. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, and Grandparents. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Stepmother and stepfather shall be deemed as mother and father.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

### **11.16 JURY DUTY**

The Employer shall grant a leave of absence to employees who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

An employee, who is summoned to appear for an action (as described above) as juror or witness shall receive his regular wages during such period, providing such time is on his regularly scheduled workday and/or days. The employee shall assign all monies received by him for such duties to the Employer except travel expenses and meal allowances not paid for by the Employer.

## **ARTICLE 12 - GENERAL**

- 12.01 There shall be no discrimination against any employee for being an Officer, Shop Steward or Committee person of the Union.

- 12.02 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Steward shall advise their immediate supervisor when requiring time to carry out his duties. The Union agrees to notify the Employer, in writing, of the name of each Shop Steward, in each department.
- 12.03 The Employer shall allow time off work, without pay, to an employee who is serving on a Union committee for the purposes of collective agreement negotiations with the Employer.
- 12.04 The Company will provide union notice boards at all locations. The boards will be in a visible area frequented by employees. The board will be used for notices pertaining to the Union employees only. The Union agrees that any information posted will meet the standard of fair and objective comment.
- 12.05 Union representatives, after notifying the employer in advance, shall have access to the Employer's premises during office hours to carry out the business of the Union in respect to the operation of this Agreement.
- 12.06 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the employer inconsistent with or in variance with the terms of this agreement.
- 12.07 The Employer shall supply uniforms and gloves to driving employees. Uniforms, which will be replaced every two (2) years, shall consist of three (3) pairs of pants, three (3) shirts, and a jacket. In the alternative, three (3) sets of coveralls will be provided. Driving employees will wear, launder and maintain their uniforms.
- 12.08 All shop/yard personnel shall be supplied with coveralls and gloves.
- 12.09 Where any question arises as to special clothing for any unusual work condition, or wet gear and rubber footwear, the Employer shall make such clothing or gear available as the situation warrants.
- The employer shall supply disposable earplugs on an as needed basis to those employees who require them.
- The employer shall reimburse 50% of the cost for custom made earplugs, one time only, to a maximum of thirty (\$30.00) dollars.
- 12.10 Boot Allowance: Employees required to wear CSA approved footwear shall receive one hundred twenty-five dollars (\$125.00) per year on their pay cheque, during the last pay period in June of each year for the remainder of this agreement. Any employee who has not completed one year's service by the last pay period in June shall have his boot allowance payment prorated accordingly.
- 12.11 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, and/or its contents, is lost by theft and/or where there is evidence of breakage and entry. A list of such tools from current mechanics must be provided to the Employer upon ratification.

The Company will provide insurance coverage on each mechanic's tools to a maximum of twenty thousand dollars (25,000.00), subject to a two hundred dollar (\$200.00) deductible (paid by the employee) per occurrence. Each Mechanic must submit to the Company, a list of their tools and estimated replacement cost of each tool prior to any theft, fire or water damage. Claims will be denied for tools not included on the list.

#### 12.12 TOOL ALLOWANCE:

The Company shall supply all specialized tools and shall equip the shop with all tools and equipment over ½" drive which shall be made accessible to all maintenance employees.

Personal tools which are modified to repair the Company's equipment shall be replaced on a name-for-name basis by the Employer.

- (a) All mechanics, and apprentices shall receive a tool allowance (from the Employer) of five hundred dollars (\$500.00) per year on their paycheque, during the last pay period in June. of each year for the remainder of this agreement
- (b) Any employee as listed above who has not completed one year's service by the last pay period in June shall have his tool allowance payment prorated accordingly.

12.13 The Employer shall provide enclosed heated accommodation where employees may have their lunch.

### **ARTICLE 13 - INTERVIEWS, ACCIDENTS & DISCIPLINE**

13.01 Whenever an employee is required to attend a fact-finding or investigation with respect to his work, his conduct, an accident or any other matter, which could give rise to discipline, a Shop Steward shall be in attendance. This clause shall not restrict the Company's ability to give work direction and/or review employees.

13.02 An employee shall be given a copy of the fact finding upon request.

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

13.04 Where an employee is suspended for disciplinary action, said suspension shall not be considered a layoff.

13.05 The employee suspended shall continue to accumulate seniority.

13.06 Where an employee has been terminated a grievance will be automatically filed and dealt with under Step (c) of the grievance procedure. The Employer shall submit reasons for termination of an employee in writing to the Union at the Union's request.

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

13.08 The employee shall immediately advise the Company in the event of breakdown, citation, confrontation, accident, injury, and report all details in writing at the end of shift.

## **ARTICLE 14 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS**

14.01 The Company shall fill job vacancies or new positions from within the individual divisions bargaining unit where possible. Where two or more applicants have the qualifications, skill and ability the senior qualified applicant shall be awarded the position. When filling a job vacancy or new position, seniority shall be considered as follows: divisional seniority, new hires. Each divisional bargaining unit stands alone in its seniority rights. At no time can an employee transfer/bump into another division without consent from both divisions Senior Managers.

14.02 A job vacancy shall be a position within the Bargaining Unit that requires an employee to work on a continuing basis.

(a) All postings shall include the division, the type of equipment, the hours of the shift and the days of the week.

(b) When an employee is off work due to illness, vacation, and/or any other short-term absence, the vacancy created shall be filled by a spare employee but does not qualify as a continuing vacancy.

14.03 Where a vacancy or a new posting occurs because of changed business requirements, the Employer shall 'post' a "notice" indicating the division, the type of equipment, the hours of the shift and the days of the week.

This "notice" shall be posted for seven (7) days.

Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire seven (7) day period shall be given an opportunity to apply for this posting.

14.04 The Employer shall give seven (7) days' notice to cancel a posting.

14.05 An employee transferring from one classification to another classification shall be given an additional probationary period of thirty (30) calendar days. Where an employee is found unacceptable for a position he shall be given a copy of the fact-finding outlining the reasons why he was not successful and he shall be given the opportunity to return to his last position held without any loss of seniority. Any employee found unacceptable shall be unable to reapply for the same classification for a period of nine (9) months.

14.06 The Employer shall maintain seniority lists in accordance with Article 11.

Employees shall not be permitted to exercise seniority rights to "bump" or transfer into other divisions. Without restricting the generality of the foregoing, it is understood that employees will not be able to bump into positions in other divisions. Employees will be given first option to transfer, by means of a job posting, from one division to another if they have the appropriate qualifications, should such vacancies occur.

If an employee completes a transfer from one division to another, he shall carry all Company seniority and benefits.

- 14.07 Where an employee wishes to apply for overtime, he shall sign the list posted by the Employer. Should the employee wish to remove his name from the list, he shall remove his name and sign it from this list. The employee should also ensure the Employer has an up-to-date phone number where he may be contacted.
- 14.08 Mechanics may transfer by means of a job posting into other classifications. It is understood that where a mechanic successfully bids into another classification, he may not commence working in that position for a period of up to six weeks. It is understood by the Union and the Company that the six-week delay in the transfer may be reduced by the Company in cases where they find a replacement mechanic to fill the resulting vacancy.

## **ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 15.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:
- (a) An employee shall file his grievance in writing within five days (5) of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
  - (b) The employee's Department Head, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the Divisional Manager.
  - (c) The Divisional Manager, or his designate in the event he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being referred to the Divisional Manager, it shall be deemed that the grievance procedure has been exhausted.
- 15.02 Where the parties proceed to arbitration a single arbitrator will be selected to resolve the dispute. If the Union and the Company are unable to agree on a single arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The arbitrator so agreed or appointed will meet jointly with both parties as quickly as practical to hear the dispute, and each party may present evidence and make both written and oral presentations. The decision of the arbitrator will be final and binding on both parties.
- 15.03 The Arbitrator shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party.

The Arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement, which he may have lost. The decision of the Arbitrator shall constitute the award. The decision of the Arbitrator shall be binding on both parties

- 15.04 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 15.05 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Employer, that the Arbitrator shall be requested to hand down a decision within thirty (30) days or as soon thereafter as may conveniently be arranged.
- 15.06 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this article.

#### **ARTICLE 16 - SAFETY**

- 16.01 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.
- 16.02 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to take out on the streets any vehicle that is not in safe operating condition until such vehicle has been approved by the Senior Mechanic, Chargehand, Shop Foreman, and/or the Manager as being safe.
- 16.03 A Joint Occupational Health and Safety Committee will be formed as required under the Workers' Compensation Act and Regulations shall dictate the requirements of the Joint Occupational Health and Safety Committee. The Committee shall not have the authority or power to act in any manner that will conflict with the provisions of this Agreement.
- 16.04 The Employer shall pay any costs associated with the inoculation of employees for the prevention of hepatitis.

#### **ARTICLE 17 - HEALTH AND WELFARE**

- 17.01 For all eligible seniority employees, the Employer agrees to pay the premiums for insurance plans which provide, subject to standard terms and conditions, the benefits outlined in Schedule A. The Company will pay the premiums for each eligible seniority employee for the BC Medical Services Plan. Any disputes regarding eligibility for benefits will be between the insurer and the employee. They will not be subject to arbitration.
- 17.02 The Employer shall contribute one hundred percent (100%) of the premium cost of providing Extended Health care and BC Medical coverage on behalf of each eligible seniority employee covered by this agreement.
- 17.03 The Employer shall submit the premiums for all eligible seniority employees to authorized agency acting on behalf of the Health and Welfare Plans each and every month as required by the plan carrier.
- 17.04 The Employer shall supply the Union with a copy of the Health and Welfare Benefits package in force at the date of signing. These benefits shall form part of this Collective Agreement and shall remain in full force and effect unless varied by mutual agreement.

17.05 The Employer shall arrange for an employee-paid Long Term Disability program upon ratification.

**ARTICLE 18 - LIFE OF AGREEMENT AND RENEWAL**

18.01 This Agreement shall become effective as of the twenty-first (21<sup>st</sup>) day of September, 2002, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of September, 2005 and each succeeding thirtieth (30<sup>th</sup>) day of September thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the first (1st) day of October, 2005 or the first (1st) day of October in any year thereafter.

18.02 The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

18.03 In the event that one (1) Party serves notice on the other Party to commence negotiations for a new Collective Agreement, the provisions of this Agreement shall remain in full force and effect until a new Agreement has been executed.

**18.04 STRIKES AND LOCKOUTS**

- (a) The Union shall not sanction any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the Employer.
- (b) On expiration of this Collective Agreement there shall be no strike action as long as meaningful negotiations are continuing.
- (c) There shall be no lockout or collective action by the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

SALISH DISPOSAL LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE "A": PENTICTON**

	At Ratification	Oct. 1, 2003	Oct. 1, 2004
Roll-Off	14.85	15.00	15.15
F/E Load	15.35	15.50	15.65
Residential	14.10	14.24	14.38

**LETTER OF UNDERSTANDING #1**

BETWEEN:

SALISH DISPOSAL LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

Below listed are the Company's and the Union's agreed definitions of qualifications, skill, and ability.

- 1) "Qualifications" – The possession of a valid and appropriate license to operate the vehicle or equipment used in the performance of the job;
- 2) "Skill" – The demonstrated (through training and/or testing administered by the company) competence and proficiency in the performance of the duties required in the job including the operation of any vehicle or equipment used in the performance of the job;
- 3) "Ability" – The physical and mental capability to perform the duties required in the job.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

SALISH DISPOSAL LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

BETWEEN:

SALISH DISPOSAL LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

The Company and the Union agree to meet to consider modifications to the terms and conditions of the Collective Agreement for the purposes of securing business opportunities for Special Events. If any mutually agreed-to modifications are reached, they shall be by a Letter of Understanding and shall be for one (1) project and a specific period of time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

SALISH DISPOSAL LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_