

AGREEMENT BY AND BETWEEN:

B.F.I. CANADA INC.  
(VICTORIA DISTRICT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

APRIL 1, 2003 to MARCH 31, 2006

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AGREEMENT BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the Parties hereto agree as follows:

### **ARTICLE 1 - PREAMBLE**

This Agreement is made and entered into by and between Victoria District of B.F.I. Canada Inc. hereinafter referred to as the "Company" and the International Union of Operating Engineers, Local 115, hereinafter referred to as the "Union", which Agreement establishes the working conditions for the Company, the Union and the employees who are subject to this Agreement.

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

### **ARTICLE 2 - BARGAINING AGENCY**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place set out in the Certificate of Bargaining Authority and who service and operate Company equipment in the Greater Victoria area.
- 2.02 This Agreement is binding on the Company, the Union and on each employee covered by the Agreement.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union. Newly hired employees must obtain membership prior to the completion of their probationary period.
- 3.02 The Company shall have all new employees complete the required Union Membership, Death Benefit and Pension Enrollment Cards, which will be supplied by the Union. The Company shall mail the completed cards to the Union office.
- 3.03 The Company shall deduct such fees and dues as provided by the Union on the first (1<sup>st</sup>) pay period of the month and submit said monies to the Union before the twenty-fifth (25<sup>th</sup>) day of the month in which said monies were deducted. Upon receiving one (1) month's

notice from the Union, by registered mail, of a change in the fees or dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Company for all such deductions and remissions when in accordance with Union instructions.

3.04 The Company shall submit a check-off list containing the names and social insurance numbers of each employee in the bargaining unit and the monies applicable to each employee as described in Article 3.03 above.

3.05 It shall not be a violation of this Collective Agreement or a cause for discipline if a bargaining unit employee declines to cross a legal picket line in the performance of his duties. Notwithstanding, the Union agrees it shall promptly inform management of any actual or impending picket lines which may disrupt Company operations, and the Union and the employees agree to make every reasonable effort to service customers affected by picket lines.

In the event employees are confronted with a legal picket line in the course of their work, the employee must immediately inform management as to whether he is going to cross the legal picket line and perform his work. If the employee informs management he will not cross the picket line, the employee agrees to fully cooperate with management in ensuring that management personnel, or other persons acting on its behalf, can perform in a prompt and efficient manner, the work affected by the legal picket line.

3.06 The Company shall ensure that it has an employee from the Bargaining Unit employed on each shift with first aid training in accordance with W.C.B. Regulations. When the Company requires an employee to take a first aid course, the Company shall pay the employee's tuition and wages. Travel expenses will be paid if the course is held outside the Greater Victoria area. If in the event a bargaining unit person is unavailable to meet this requirement, a non-bargaining unit person may fulfill this obligation.

3.07 Employees shall have the benefit of the Company's third party liability insurance with respect to any claims against them arising from and while working within the scope of their employment.

3.08 The Company agrees that employees outside the bargaining unit will not perform bargaining unit work except in the case of unavailability of bargaining unit personnel, the instruction or training of bargaining unit employees or a bona fide business emergency.

3.09 The Company shall not engage in any leasing agreement or any other agreement with a third party whereby Company equipment, whether owned or leased, is used for the purposes of evading the terms of this Agreement.

### 3.10 SUB-CONTRACTING

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.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union agrees that all rights and prerogatives of management which the Company had prior to the execution of this Agreement are retained by the Company without limitation except as expressly modified by the terms of this Agreement, such rights and prerogatives include the right to select, hire, train and determine the qualification of employees, the right to maintain discipline, the right to initiate, alter and enforce rules and regulations of the work place, the right to discipline and discharge employees for cause, the right to transfer, assign, promote, demote, classify or reclassify, lay-off, recall, replace, and retire employees, the right to determine the content of job assignments, including work loads and route assignment, the right to introduce equipment, machinery, services and processes, the right to subcontract and the right to discontinue operations, establish standards and methods of production and the right to establish standards of quality and quantity of work to be maintained by the employees in the bargaining unit.
- 4.02 There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **ARTICLE 5 - DEFINITION OF EMPLOYEE**

- 5.01 In this Agreement "employee" means a person who is employed by the Company in the unit of the Company's employees covered by this Agreement, and whose job appears in the wage schedule in this Collective Agreement.

## **ARTICLE 6 - HOURS OF WORK**

- 6.01 The standard working shift for all 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.
  - (c) The regular week shall be forty (40) hours worked Monday through Friday (not to be construed as a guarantee). It is understood that Drivers and Mechanics may be scheduled on weekends, but must have two (2) consecutive days off. A fifty cent (50¢) per hour premium shall apply to any employee who is scheduled on weekends, who is not working overtime or a spare driver.
- 6.02 The Employer shall post as many "posted shifts" as required to carry out its business.
- 6.03 An employee who reports for work at the request of the Employer, shall be paid a minimum of:
- (a) Employees working the eight (8) hour shift:
    - (i) a minimum of four (4) hours at the regular rate of pay on straight time days.
    - (ii) a minimum of four (4) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
  - (b) Employees working the ten (10) hour shift:

- (i) a minimum of five (5) hours at the regular rate of pay for the day.
  - (ii) a minimum of five (5) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
- (c) Spare Driver, all truck drivers, other than posted drivers, shall be considered as spare. All spare drivers will report to work at the request of the employer and shall be paid a minimum of four (4) hours call out at straight time, except general Holiday's where overtime will be applicable or when working in a regular ten (10) hour shift, a minimum five (5) hours call out at straight time will apply.
- (i) In instances where a spare driver has worked more than thirty-two (32) hours, but less than forty (40) hours by the fourth (4<sup>th</sup>) day of the week, such spare driver shall be given opportunity to work on the fifth (5<sup>th</sup>) day of the week before a more junior spare driver, 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.
  - (ii) Spare Drivers shall be paid one and one-half (1+1/2) times their hourly rate of pay for all hours worked in excess of eight (8) hours and up to ten (10) hours on any one day.
  - (iii) Spare Drivers shall be paid two (2) times their hourly rate of pay for all hours in excess of ten (10) hours on any one day.
  - (iv) Spare Drivers replacing posted drivers regularly working a ten (10) hour shift shall be paid overtime as per Article 6.04 (c) and (d) for daily overtime providing he is filling the vacancy for a minimum of four (4) consecutive shifts.

#### 6.04 OVERTIME

All overtime shall be authorized by a Manager or Foreman and paid as follows:

- (a) All employees working the eight (8) hour shift shall be paid one and one-half (1+1/2) times their hourly rate of pay for all hours worked in excess of eight (8) hours up to ten (10) hours on any one day.
- (b) All employees working the eight (8) hour shift shall be paid two (2) times their hourly rate of pay for all hours in excess of ten (10) hours on any one day.
- (c) All employees working the ten (10) hour shift shall be paid one and one-half (1+1/2) times their hourly rate of pay for all hours worked in excess of ten (10) hours up to eleven (11) hours on any one day.
- (d) All employees working the ten (10) hour shift shall be paid two (2) times their hourly rate of pay for all hours worked in excess of eleven (11) hours on any one day.
- (e) On a weekly basis, employees shall be paid at one and one-half (1+1/2) times their hourly rate for all hours worked in excess of forty (40) in the week and two (2) times

their hourly rate for all hours worked in excess of forty-eight (48) in the week excluding daily overtime.

- 6.05 OVERTIME WORK: The Company shall not unreasonably request overtime and the employee shall not unreasonably refuse overtime.
- 6.06 OVERTIME ALLOCATION: All overtime on scheduled days off or on Statutory Holidays shall be offered on a seniority basis subject to the employee's ability to perform the work. It is understood that if senior employees refuse the overtime work, the Company may assign the work on a reverse seniority basis starting from the most junior employee qualified to perform the work.
- 6.07 AFTERNOON SHIFTS: If a second or afternoon shift is employed, the hours of work shall be eight (8) hours per shift and a premium of twenty-five cents (25¢) per hour will be paid for each hour paid for on the second or afternoon shift.
- 6.08 GRAVEYARD SHIFT: If a third or graveyard shift is employed, the hours of work shall be eight (8) hours per shift and a thirty-five cent (35¢) premium will be paid for each hour paid for on the third or graveyard shift.
- 6.09 REST BETWEEN SHIFTS: Employees are entitled to eight (8) hours' rest between shifts. No employee shall be permitted to resume work on his own accord until eight (8) full hours of rest have elapsed.
- 6.10 WORK BEFORE REGULAR SHIFT: Hourly paid employees called in before their regular starting time shall be paid overtime in accordance with Article 6.04 if their hours on that day exceed eight (8) hours, such overtime to apply to all hours worked prior to their regular starting time.
- 6.11 All shop and M.R.F. employees shall be given five (5) minutes before quitting time to wash up and change clothes and five (5) minutes to wash up before meals.
- 6.12 LUNCH AND REST PERIODS:
- (a) No employee shall be worked longer than four (4) hours without an uninterrupted one-half (1/2) hour unpaid lunch break off during the regular daily shift, exclusive of rest breaks.
  - (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such breaks shall not be scheduled earlier than one and one-half (1+1/2) hours from the commencement of each half of an employee's work shift. If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.
- 6.13 Employees on the incentive pay system shall have a regular start time established by the Company consistent with their assigned route. Any change in established starting times shall be effective upon reasonable notice to the employee.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

- 7.01 The procedure for resolving differences between the parties concerning the interpretation, application and operation of this Agreement is as follows:
- (a) Employee grievances shall be filed in writing with the Company within seven (7) days of the circumstances giving rise to the grievance, such grievance setting forth the circumstances giving rise to the grievance, the clauses of the Agreement said to be violated and the remedy sought.
  - (b) The employee's Department Head, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If the grievance is not resolved within five (5) days of its being filed, the grievance may then be referred to the Manager no later than ten (10) days of its being filed pursuant to 7.01(a).
  - (c) The Manager, or his designate, and a Representative of the Union, shall meet promptly to resolve the grievance, but if they are unable to resolve the grievance within ten (10) days of the reference to the Manager, the Union must, within a further ten (10) days, refer the matter to arbitration pursuant to this Article, if it intends to prosecute the grievance.
  - (d) 7.01(b) may be bypassed in any grievance involving the disciplinary discharge of an employee.
  - (e) Any employer grievance shall be considered submitted pursuant to 7.01(c) above and the same time limits apply.
  - (f) The time limits with regard to the initiation of a grievance and the progression through the steps of the grievance procedure are mandatory. If a grievance is not advanced in accordance with the time limits and is not subject to an extension of time limits agreed in writing between the parties, it shall be considered abandoned.
- 7.02 **ARBITRATION:** Grievances submitted to arbitration shall be heard by a single arbitrator agreed to by the parties. The arbitrator shall have the powers conferred upon arbitrators under the Labour Relations Board of British Columbia. If the parties are unable to agree to a single arbitrator, the selection of an arbitrator shall be referred to the Minister of Labour. Each party shall pay its own costs of the arbitration, but the fees and expenses of the arbitrator shall be equally shared by the Company and the Union.
- 7.03 The Union and the Company agree that the arbitrator shall be requested to hand down his decision as soon as may be appropriate in the circumstances.

## **ARTICLE 8 - SENIORITY**

- 8.01 **SENIORITY LIST:** The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 8.02 **PROBATIONARY PERIOD:** All new full-time employees shall be considered on probation for ninety (90) calendar days and newly hired spare employees shall be considered on



probation until they have worked four hundred (400) hours during which time their suitability to be retained as an employee will be determined. During this period seniority is not applicable, but when the probationary period is successfully completed, seniority will commence from the date of hire.

- 8.03 LAY-OFFS: Seniority will be recognized in the event of layoffs, provided the senior employee is capable of performing the available work to Company standards. Subject to such capability the principle of last man on, first man off, shall prevail and the Company shall give at least forty-eight (48) hours' notice of layoff, exclusive of Saturdays, Sundays and General Holidays.
- 8.04 RECALL: When vacancies occur, the Company shall rehire laid-off employees according to their seniority and capability, and the principle of last man off, first man on shall prevail provided the employee reports for work within forty-eight (48) hours notice of recall. The Company shall contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone number supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.
- 8.05 SENIORITY RETENTION:
- (a) Laid-off employees retain seniority and recall rights with the Company for twelve (12) months after date of layoff.
  - (b) Seniority shall be lost and employees shall be considered terminated upon the occurrence of:
    - (i) the expiry of the recall rights;
    - (ii) voluntary termination or resignation;
    - (iii) discharge for cause (including non-culpable cause);
    - (iv) absence from work for one (1) working day without prior notice to the Company or an excuse satisfactory to the Company.
  - (c) Where a laid-off employee is recalled within his recall period, service will be deemed to have been continuous with the Company.

## **ARTICLE 9 - VACATIONS**

- 9.01 The Company shall give each employee an annual holiday with pay as follows:
- (a) Upon completion of one (1) year and up to five (5) years of service employees shall receive two (2) weeks vacation for each vacation year with vacation pay at either eighty (80) hours pay at their current rate of pay or four percent (4%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;
  - (b) Employees who have completed more than five (5) years of service but less than eight (8) years shall receive three (3) weeks vacation for each vacation period with

vacation pay at either one hundred and twenty (120) hours pay at their current rate of pay or six percent (6%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;

- (c) Employees who have completed more than eight (8) years of service but less than fifteen (15) years shall receive four (4) weeks vacation for each vacation period with vacation pay at either one hundred and sixty (160) hours pay at their current rate of pay or eight percent (8%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;
- (d) Employees who have worked more than fifteen (15) years shall receive five (5) weeks vacation for each vacation period with vacation pay at either two hundred (200) hours pay at their current rate of pay or ten percent (10%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation.

9.02 In the event an employee leaves the Company prior to a full year of service, or after he has had his vacation for the year in which he qualified for vacation he shall be entitled to pro-rated vacation pay computed on four percent (4%) of his gross wages during the portion of the year worked or such higher percentage as may have been applicable to him based on his service.

9.03 Vacation schedules shall be posted by May 1<sup>st</sup> of each year and the schedule determined by the end of May:

- (a) No employee shall be entitled to take more than three (3) consecutive weeks vacation. Employees may be limited to two (2) consecutive weeks' vacation during the months of June, July and August, subject to operational requirements. An employee may be permitted to utilize his vacation time consecutively outside these summer months.
- (b) Any conflicts in manpower requirements arising from proposed common vacation dates shall be decided by the Company on the basis of seniority, where the employees are performing the same type of work;
- (c) Once vacations are scheduled, an employee shall not be obliged to accept a change in his scheduled vacation without mutual agreement any later than one (1) month prior to his intended vacation;
- (d) Any employee wishing to change his vacation schedule must have the permission of the Company.
- (e) Holiday pay to be paid by separate cheque once per year, at the time vacation is taken. All other vacation payout requests will be paid with regular pay periods on regular pay cheques.

## **ARTICLE 10 - GENERAL HOLIDAYS**

10.01 The employees shall be entitled to General Holidays with pay for the following days:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

- 10.02 When a General Holiday falls on a non-working day for the employee, the employee shall be given a regular working day off with pay at another time not later than his next annual vacation or the termination of his employment, whichever first occurs.
- 10.03 When a General Holiday falls within an employee's scheduled vacation, he shall receive an additional day off with pay in conjunction with his vacation.
- 10.04 (a) Employees not working on a General Holiday shall be entitled to General Holiday Pay based on the average daily earnings for a normal work day in accordance with current Company practice.
- (b) When an employee is required to work on a General Holiday, all hours worked by the employee shall be considered overtime hours and paid on the basis of the Company's present computation for calculating overtime payments, and shall in addition receive another day off with pay as calculated in accordance with 10.04(a) above.
- 10.05 An employee shall not be eligible for General Holiday Pay in the first thirty (30) days of employment or where the employee has not earned wages or performed work in respect of the fifteen (15) of the last thirty (30) calendar days before a General Holiday occurs.

## ARTICLE 11 - RATES OF PAY

### 11.01 CLASSIFICATIONS:

	<u>April 1, 2003</u>	<u>April 1, 2004</u>	<u>April 1, 2005</u>
Front End Driver	19.56	19.95	20.45
Roll Off Driver	19.56	19.95	20.45
Residential Driver	19.56	19.95	20.45
Crane Truck Driver	17.89	18.25	18.71
Swamper/Container Delivery	17.89	18.25	18.71
Toter Truck	19.56	19.95	20.45
Residential Re-Cycle Driver	18.44	18.81	19.28
Tractor Trailer Driver	19.56	19.95	20.45
Driver Helper/Swamper	15.09	15.39	15.78
Mechanic (with ticket)	23.00	23.46	24.05
Mechanic (without ticket)	18.14	18.50	18.97
Welder (with ticket)	20.32	20.73	21.25
Welder (without ticket)	16.00	16.32	16.73
Container Wash/Painter	15.09	15.39	15.78
M.R.F. Front End Loader	17.34	17.69	18.13
M.R.F. Baler	19.56	19.95	20.45
M.R.F. Forklift	15.09	15.39	15.78
M.R.F. Sorter	12.03	12.27	12.58

**\*DESIGNATED FIRST AID - \$1.00 PER HOUR PREMIUM**

If required this premium will be paid to one employee that has the Industrial first aid ticket. It is understood that an Industrial first aid attendant may not be required.

- 11.02 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 pay day. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 11.03 TIME SLIPS: An employee shall be required on Company time to fill out time slips, service reports and a job or work reports daily if the Company so requests.
- 11.04 Employees involved in an accident preventing them from completing their daily work shall receive one-half (1/2) of their average daily pay based on an eight (8) hour day if the accident occurs within the first four (4) hours of their shift, or their actual earnings prior to the accident, whichever is the greater, and employees involved in an accident after the first four (4) hours of their shift shall receive their average daily earnings based on an eight (8) hour day, or their actual earnings prior to the accident, whichever is the greater.
- 11.05 REPORTING PAY: Hourly paid employees shall be paid reporting-for-work pay at their hourly rate in accordance with Article 6.03 but employees on incentive pay shall receive the back-up rate specified in Article 11.01, or their incentive earnings for the day, whichever is the greater.
- 11.06 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 Letter of Understanding. 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 7 of this Collective Agreement.
- 11.07 An employee in a posted position shall not lose pay or benefits when requested to temporarily perform work in a lesser classification.
- 11.08 An employee who performs work in excess of one (1) hour in a higher paid classification shall be paid the higher rate for all hours worked in that classification when requested by management.
- 11.09 Where an employee's working time is interrupted by equipment breakdown, which interruption time exceeds one (1) hour, the employee shall be compensated at the rate of pay applicable in Article 11.01, for each hour or portion thereof of the interruption time in addition to his incentive earnings for the day.

**ARTICLE 12 - LEAVE OF ABSENCE**

**12.01 UNION SERVICE:**

- (a) The Company shall allow time off work without pay for any employee who is serving as a Union delegate to any conference or function, provided the Employer has

received three (3) weeks notice in writing of the request, and the amount of time off is acceptable to the Employer, and does not, in any event, interfere with the proper operation of the business.

- (b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

#### 12.02 LEAVE OF ABSENCE DUE TO INJURY:

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from returning to work, he shall be considered on leave of absence until such time as a determination has been made on his ability to return to work.
- (b) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

12.03 LEAVE OF ABSENCE - APPLICATION FOR: If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

12.04 LEAVE OF ABSENCE - SENIORITY: Seniority shall continue during a leave of absence granted by the Company.

#### 12.05 BEREAVEMENT LEAVE:

In the event of death in his immediate family and upon the request of a regular employee, three (3) straight time days off work will be paid by the Company at the time of notification of death or at the time of the funeral.

Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather and grandmother. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for, the balance of that working shift, such time not to be charged against the three (3) days of leave.

12.06 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 (exclusive of overtime) during such period, providing such time is on his regularly scheduled work day 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 13 - HEALTH AND SAFETY**

13.01 The Company, the Union and the employees agree to fulfil their responsibilities in accordance with the law for ensuring that safe conditions and work practices in a safe

working environment prevail and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

- 13.02 The Company agrees to comply at all times with the requirements of the health and safety laws of the province, and the Company and the Union agree to inform the employees in the bargaining unit of their rights and obligations under the applicable occupational health and safety laws and regulations of the province. It is further agreed that all investigations, disputes or differences with regard to safety in the work place will be addressed as promptly as the circumstances require.
- 13.03 A Safety Committee comprising of at least two (2) employees and two (2) representatives of the Employer shall be appointed by their respective groups to ensure safe working conditions and habits and to investigate accidents as to their cause and make recommendations to the Employer regarding unsafe conditions and faulty equipment. The Committee shall not have authority or power to act in any manner that will conflict with the provisions of this Agreement.
- 13.04 SAFETY MEETINGS: All employees participating on Safety Committees shall be considered to be on worked time and paid their normal straight time rate for time spent working on committee business.
- 13.05 FIRST AID AREA: The Company shall provide a sanitary first-aid area, fully equipped and accessible for the treatment of injured workers.
- 13.06 FIRST AID KIT: The Company shall ensure each Company vehicle is equipped with a proper First Aid Kit.

#### **ARTICLE 14 - GENERAL PROVISIONS**

- 14.01 INJURY REPORT: An employee suffering injury while in the employ of the Company must report to his Department Manager immediately, or as soon thereafter as practicable, and also report to that department on returning to work.
- 14.02 WASHROOM FACILITIES: Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 14.03 WATERLESS HAND CLEANER: Waterless hand cleaner shall be supplied at all operations covered by this Agreement.
- 14.04 COVERALLS: All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved.
- 14.05 LUNCH ROOM: The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.
- 14.06 REST PERIODS: Employees shall be granted a fifteen (15) minute rest mid-shift on Company time.
- 14.07 The Company shall supply coffee, cream, sugar and cups to all employees at no cost.

14.08 LUNCH PERIODS: Each employee shall be entitled to an unpaid one-half (1/2) hour lunch period at mid-shift.

14.09 SHOP TEMPERATURE: With the co-operation of employees, the Company will attempt to maintain shop temperature above 50 degrees Fahrenheit (10 degrees Celsius) during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -20 degrees Fahrenheit (-29 degrees Celsius), unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.

14.10 SHOP STEWARD:

- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Members' Representative of the Union shall be notified prior to such termination.
- (c) With permission of Management, not to be unreasonably withheld, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation, provided there is no interruption of the Employer's business or operations.
- (d) Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay. Stewards will inform Supervisors when involved in grievances.
- (f) Shop Stewards shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.
- (g) During negotiations the Union may have a negotiating committee in attendance and the wages will be paid by the Company based on the employee's average weekly earnings calculated daily, on the basis of a one (1) person committee, unless additional committee members are mutually agreed upon and paid on a fifty-fifty cost shared basis.

14.11 BONDING: If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of the bonding shall be assumed by the Company.

14.12 NOTICE BOARD:

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political

information. The right is reserved to the Company to remove material offensive to the Company.

(b) The following information shall be kept in a central location, readily accessible to the Shop Steward:

- 1 - Seniority List;
- 2 - Copy of the Agreement;
- 3 – Welfare Plan Provisions.

Any employee requiring such information shall contact the Shop Steward for same.

14.13 SAFETY BOOT ALLOWANCE: Employees required to wear safety boots shall receive one hundred and seventy five dollars (\$175.00) per year upon presentation of receipts to the Company.

14.14 Gloves will be supplied as required, to a maximum of one (1) pair per week. (Old gloves must be exchanged for new.)

14.15 The Employer shall provide for each M.R.F. worker, the following personal protective equipment: (P.P.E.)

- (a) hard hat
- (b) safety glasses
- (c) ear plugs

The above items will be provided and replaced as required and employees are required to wear them as a condition of employment.

14.16 RAINGEAR: The Employer shall supply industrial grade raingear consisting of one (1) rain jacket and one (1) pair of rain pants annually for all employees required to work in residential, residential recycling, toter truck classifications and shop employees.

14.17 TOOL ALLOWANCE:

- (a) All mechanics and apprentices shall receive a tool allowance (from the Employer) of three hundred dollars (\$300.00) per year.
- (b) All welders shall receive a tool allowance (from the Employer) of fifty dollars (\$50.00) per year.
- (c) The above employees shall be employed for one (1) year before being entitled to such allowance. To be eligible the employee shall tender a supplier or store invoice to the Employer prior to June 1st of each year and the Employer shall reimburse the employee upon receipt of the invoice.



## ARTICLE 15 - JOB POSTINGS

15.01 The Company shall be obliged to post for all new jobs created by an expansion in the business, or vacancies created through resignation, termination, retirement or indefinite absence through illness or injury or any other vacancy which is of a temporary nature exceeding ninety (90) days.

Postings shall include the classification, rate of pay and the standard working shift.

15.02 Vacancy shall be filled on the basis of seniority in the bargaining unit provided the senior applicant has the skill and ability to perform the job following a period of familiarization and orientation with the job.

15.03 An employee who transfers from one classification to another will be given a thirty (30) day trial period and be given training sufficient to meet the requirements of the classification.

15.04 The Company shall give five (5) days notice, excluding weekends, to the bargaining unit of any cancellation of a posting.

15.05 In the event the Company creates a new classification during the term of this Agreement within the bargaining unit, the parties agree to negotiate the wage rates and/or benefits and failing agreement, the matter shall be submitted to arbitration pursuant to Article 7 of this Collective Agreement, such procedures not to interfere with the filling of the position through the procedures in this Article.

15.06 In the event there is in the Company's opinion a decline in business which requires a revision of all or a majority of its drivers' routes the Company shall post a revised route schedule which shall be filled on the basis of seniority and ability.

### 15.07 SPARE DRIVERS:

(a) The Company shall have a minimum of two (2) spare drivers who will be trained to operate the necessary equipment to provide relief for short term vacancies.

(b) The Company shall ensure that Spare Drivers have two (2) consecutive days off each week.

(c) The Company shall strive to confirm the starting times of Spare Drivers between 4:00 p.m. and 6:00 p.m. on the day before the scheduled work day when such work is known to be available by district management.

(d) The call out of spare drivers shall be by seniority and senior qualified drivers shall be given the choice of available work.

(e) Spare drivers shall be provided training for driving work on all equipment in seniority order, subject to operational requirements. i.e. Front End, Roll Off, Hiab, etc.

(f) Spare drivers shall be paid per classification worked.

(g) A spare driver may not exercise his seniority rights to displace a posted employee in the event of lay-off.

## **ARTICLE 16 - TRAINING AND EDUCATION**

### **ON-THE-JOB TRAINING:**

- 16.01 Employees shall be encouraged to learn the duties of their positions and every opportunity shall be afforded them to learn the work of such other positions during their working hours, where practical.
- 16.02 The Employer shall inform in writing the person applying for training of the method of training that will be followed in their case. This information includes the terms and states the method of evaluating training. Upon request by the Union, a copy of the information given to the employee will be provided.

Training must be sufficient and adequate to provide the opportunity for the employee to meet the requirements of the classification. The Employer must give such training to:

- (a) Any newly hired employee;
  - (b) Any employee who moves from a position to another or who is assigned to duties requiring new knowledge.
  - (c) Any employee who moves from one class of equipment to another.
- 16.03 Employees, while in driver training, shall receive the Driver Helper/Swamper rate of pay.
- 16.04 Employees designated as driver trainers shall receive one dollar (\$1.00) per hour in addition to the classification while at the task of trainer.

## **ARTICLE 17: HEALTH, WELFARE AND PENSION PLANS**

- 17.01 Upon completion of an employee's probationary period, the Company shall ensure the employee is covered under the following Health, Welfare and Pension Plans.
- 17.02 The health and welfare program of the Company applicable to the bargaining unit shall be maintained by the Company during this Agreement. The terms of the Plan will not be changed without mutual agreement. Copies of the appropriate health and welfare brochures shall be supplied to the Union upon request.
- 17.03 Effective October 1, 1997, the Company agrees to contribute six percent (6%) of the gross monthly earnings of each employee to the Operating Engineers' Pension Plan, commencing in the month following the employee's entry into the plan, such contributions to be made on a monthly basis.
- 17.04 Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan by the twentieth (20th) day of the month following that which contributions cover.
- 17.05 The Independent Plan Auditor may annually audit the employer's record of time worked by the employees and the contributions made to the Pension Plan. The employer will be given at least one month's notice of when this audit will take place.

## **ARTICLE 18 - PERSONAL DAYS**

- 18.01 The Company will grant two (2) personal days to each employee covered by this Collective Agreement. This time off may be used at the employee's discretion which require time away from work (including illness).
- 18.02 Personal days will accrue at one (1) day per six (6) month period. The eligibility will commence April 1, 2000 upon the completion of twelve (12) consecutive months of service. New employees are eligible after the first year of service and will earn personal days after an initial six (6) month period (one [1] day will be earned by new employees after completion of one [1] year). Personal days will be paid out based upon the employee's average weekly earnings calculated daily. Unused personal days will be paid out April 1<sup>st</sup> of each year but the employee must be employed by the Company.
- 18.03 Personal days will not be granted to more than one (1) employee per work day and will be allocated on a first come basis. Seniority will not apply.
- 18.04 Personal days will not be paid to any employee on the day immediately following a Statutory Holiday unless prior approval was given by management. Personal days require forty-eight (48) hours notice and must be approved by the supervisor/management.

## **ARTICLE 19 - TECHNOLOGICAL OR PROCEDURE CHANGES**

- 19.01 In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a lay-off.

## **ARTICLE 20 - SEVERANCE PAY**

- 20.01 In the event that employees in the bargaining unit are terminated as a result of the permanent closure of the Company's business, employees shall be entitled to receive severance pay as follows:

one (1) week's pay based on the average daily earnings  
for a normal eight (8) hour work day for each year of service.

**ARTICLE 21 - SAVINGS CLAUSE**

21.01 If any article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

21.02 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall be in full force and effect from and including April 1, 2003, to and including March 31, 2006, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date March 31, 2006, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

22.02 This Agreement shall continue in full force and effect after its expiry and during the period of negotiations until a strike or lockout occurs, or where the Parties conclude and implement a new Collective Agreement.

22.03 The Parties agree that the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded from this Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #1**

BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)  
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
(hereinafter referred to as the "Union")

**RE: ROUTE COMMITTEE**

1. The Committee shall be comprised of two (2) drivers from the Bargaining Unit and up to two (2) representatives from Management.
2. The Committee shall establish the 'route configuration' on an as needed basis.
3. The Committee shall determine any special rates for pick-ups which as a result of location or situation, may result in a loss to the employee or employer.
4. The Committee shall also deal with any future changes in the Current Disposal Facilities which may result in a loss or gain to the employee or employer.
5. In the event the Committee cannot agree on any issue pertaining to this letter the District Manager may make the final decision. The District Manager in making his decision will take in to account fairness to the employee subject to the Company's right to run an efficient and cost effective operation. The District Managers decision will be subject to the right to pursue the issue through the grievance procedure.
6. Further, any legitimate matter covered under the Collective Agreement may be submitted to the grievance procedure regarding incentive pay.
7. The Company and the Union may elect to have these issues resolved in Mediation/Arbitration.
8. It is intended that all routes for drivers shall be 4-10 hour shifts per week or 5-8 hour shifts per week (as referred to in Article 6.01).
9. All routes will be bid by seniority.
10. Drivers on incentive will be required to complete his or her assigned and accepted route as a normal working day.
11. It will not be a violation of this letter for an employee to refuse to work on his scheduled days off subject to reasonable notice for the employer to find replacement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)  
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(hereinafter referred to as the "Union")

**RE: INCENTIVE PAY**

The Company may continue the incentive pay programs for Front End and Roll Off Drivers.

The basic rates shall be as follows:

Front End	April 1, 2003	\$0.495 per yard
	April 1, 2004	\$0.505 per yard
	April 1, 2005	\$0.52 per yard
Roll Off	April 1, 2003	\$23.97 per haul
	April 1, 2004	\$24.44 per haul
	April 1, 2005	\$25.06 per haul

It is further agreed that the rates of pay as outlined in the Collective Agreement are considered minimum rates and no employee shall suffer a reduction in wages as a result of working an incentive pay system.

Incentives will be paid after all hourly rates of pay considerations and will be paid to a maximum of \$25.50 per hour from April 1<sup>st</sup>, 2003. Effective April 1<sup>st</sup>, 2004 the maximum hourly rate will be \$26.01 per hour. Effective April 1<sup>st</sup>, 2005 the maximum hourly rate will be \$26.66 per hour. Overtime calculations will be applied to the above rates.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)  
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(hereinafter referred to as the "Union")

**RE: TEMPORARY EMPLOYEES**

The Union agrees that the Company may utilize a Temporary Agency to hire M.R.F. Sorters as temporary employees to meet short-term demands for increases in production as per the current Company practice.

The Company agrees to pay 'permit fees' to the Union (equivalent to the Union dues for M.R.F. Sorters) for each temporary position filled in performing such Bargaining Unit work, on a monthly basis.

It is further agreed that temporary employees will not work more than eight (8) weeks duration without being offered full-time employment with the Company.

This Letter will not be used in any way to circumvent the terms and conditions contained in this Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)  
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(hereinafter referred to as the "Union")

When in the opinion of both parties it is deemed beneficial to the Company and the Union, the terms and conditions of this Collective Agreement may be modified.

Such mutually agreed modifications shall be by Letter of Understanding and may be for one project, for a type of work for a specific area or for a specific period of time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BETWEEN:

B.F.I. CANADA INC. (VICTORIA DISTRICT)  
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(hereinafter referred to as the "Union")

**RE: TRUONG LU**

Truong Lu is employed as a Welder (without a ticket)

Effective April 1, 2003 a new classification has been established in the Agreement, Welder (without ticket).

It is agreed Truong Lu will be red circled at the Welder classification rate until October 1, 2003. Should Truong Lu fail to achieve a Level "C" Welding certification by October 1, 2003 then the Welder (without ticket) classification rate will apply.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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