

McRAE'S SEPTIC TANK SERVICE (VANCOUVER) LTD.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	TITLE PAGE	
	TABLE OF CONTENTS	
	PURPOSE.....	2
1:00	RECOGNITION.....	2
2:00	UNION SECURITY	2
3:00	HOURS OF WORK	4
4:00	OVERTIME AND PREMIUM RATES.....	6
5:00	ANNUAL VACATIONS & GENERAL HOLIDAYS.....	8
6:00	SENIORITY.....	10
7:00	HEALTH & WELFARE PLAN.....	11
8:00	LEAVE OF ABSENCE	14
9:00	GRIEVANCE PROCEDURE & ARBITRATION	14
10:00	GENERAL	16
11:00	DISCIPLINE AND DISCHARGE	17
12:00	CLASSIFICATIONS, WAGE RATES & PAYMENT OF WAGES.....	18
13:00	LIFE OF AGREEMENT, TERMINATION AND RENEWAL.....	20
	SIGNING PAGE	21
	LETTER OF UNDERSTANDING #1	22
	LETTER OF UNDERSTANDING #2	23
	LETTER OF UNDERSTANDING #3	24
	ADDENDUM #1	25

PURPOSE

It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union in promoting co-operation between the Employer and his Employees consistent with the rights of both parties. The parties therefore enter into this Agreement recognizing each others responsibilities and further agree to co-operate fully to attain the aforementioned conditions.

ARTICLE 1:00 RECOGNITION**1:01**

The Employer shall recognize the Union as the sole bargaining authority for all Employees coming within the "unit" named in the Certificate of Bargaining Authority granted the Union in accordance with the Labour Relations Code of British Columbia and Amendments thereto.

1:02

The Union recognizes that the Management, operation and direction of the working forces, including the code of conduct, is vested exclusively with the Employer, but this shall be carried out in accordance with the terms of this Agreement.

ARTICLE 2:00 UNION SECURITY**2:01**

The Employer shall submit a check-off list, fees and dues in accordance with this Agreement and in accordance with Section 16 of the Labour Relations Code of B.C.

2:02

All Employees except those working less than four (4) days per month shall become Members of the Union and shall continue to be Members of the Union as a condition of continuous employment. An Employee who works less than four (4) days per month shall pay minimum dues as outlined in the Service Employees International Union Constitution.

2:03

The Employer shall hand each new Employee a Union Application Card and an Authorization Card for Union Fees and Dues deductions. The Employee shall complete said cards in the presence of the Employer and the Employer shall submit the Union Application Card to the Union within ten (10) days, and shall retain the Dues Authorization Card on the Employee's file.

2:04

The Employer shall deduct such fees and dues in accordance with the schedule 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.

2:05

The Employer shall submit a check-off list containing the names of the Employees and the monies applicable to each Employee as described in Article 2:04 above. Said list shall contain the names of any Employees terminated and their date of termination.

2:06

Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the schedule of fees and dues charged by the Union to its Members, the Employer shall make deductions in accordance with the said schedule in respect to all Employees on the effective date of such change.

2:07

Any vehicle or other piece of mobile equipment directly involved in day-to-day operations shall at all times be operated by a member of the Union. The Employer can elect to assign a non-union Employee to drive a vehicle in cases of emergency, training or while transferring a vehicle between the Employer's premises and its maintenance subcontractors' premises. However, the Employer may request any qualified Union driver currently laid-off to report for maintenance transfer duty.

2:08 AUDIT CLAUSE

The Union shall be permitted to inspect and audit the Employer's record of time worked by Employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit. The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

2:09 T-4 SLIPS

All Dues, Initiations, Pension, Health and Welfare remittances and other assessments shall be shown on all T-4 Slips.

2:10

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

2:11

Shop-Stewards shall be recognized by the Employer and the Union shall notify the Employer as to the Shop-Steward's name in each operation.

2:12

Any Employee requested to meet with the Employer with respect to discipline or Employee work performance shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting, subject to the availability of a Union representative.

2:13

- (A) 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 at variance with the terms of this Agreement, nor shall any Employee sub-contract with the Employer.
- (B) The Company shall not sub-contract out direct revenue-producing work.
- (C) No Member of the Union shall be required to work on any job on which any person is working who is not a Member of the Union.

ARTICLE 3:00 HOURS OF WORK**3:01**

- (1) The standard working shift for all Employees shall be eight (8) hours worked within eight and one-half (8½) consecutive hours.
- (2) An Employee, who has worked four (4) hours in any day, shall be given the opportunity to work eight (8) hours that day at the regular wage rate.

3:02

The standard working week shall consist of five (5) consecutive shifts. Each shift shall be eight (8) hours each day, with two (2) consecutive days off. Averaging schedules may be worked by Employees with the mutual agreement of the Union and Management.

3:03 AVERAGING SCHEDULE

- (A) Shall allow the Employees to work a varying amount of working shifts. These working shifts shall not exceed twenty (20) in any twenty-eight (28) day period. All additional hours worked in excess of twenty (20) working shifts within the twenty-eight (28) day period shall be paid at the applicable overtime rates.
- (B) Shall be my mutual agreement between the Employee, Union and the Employer.

3:04

Shift selection shall be by seniority, ability, and job requirements when all other things are reasonably equal. Shift or schedule changes on a continuous basis are to be allowed only in the event of a job vacancy.

3:05

Time worked beyond the hours shown in 3:01, 3:02, 3:03 above, shall be paid for at the applicable overtime rates.

3:06

Employees who are required to be on telephone call or perform work of any kind during their lunch period, shall be deemed to be working and shall be paid for their lunch period.

3:07

- (A) A copy of this Agreement and a schedule shall be posted on the Bulletin Board on the Employer's premises. The said schedule shall contain the name of each Employee, his starting and quitting times and days off each week.
- (B) This schedule cannot be changed unless one (1) weeks notice is given, except in case of emergencies.
- (C) It is recognized that the start times for an Employee working day shift shall be between 5:00 a.m. and 10:00 a.m. The actual start time between these hours shall be given on twelve (12) hours notice.

3:08

The scheduled work week shall be from 4:00 P.M. Friday to 4:00 P.M. the following Friday.

3:09

The day shall commence at 12:01 A.M. and end at 12:00 midnight.

3:10

A shift commencing on one day and continuing into the next day, shall be considered work performed on the day on which the shift commences.

3:11

If work is available on a General or Proclaimed Holiday, the Employer shall post a Notice on the Bulletin Board five (5) days in advance of said Holiday, obtaining signatures of those Employees wishing to work on that Holiday. Seniority shall determine the Employee who is entitled to work that holiday.

3:12

An Employee's refusal to work on a General or Proclaimed Holiday shall not be a violation of this Agreement, and shall not be reason for termination of employment.

3:13 – FOUR (4) HOUR CALL-OUT

- (A) (i) Any Employee, who reports for work at the request of the Employer, shall be paid at minimum of four (4) hours wages plus one (1) hour at the Employee's current rate.
- (ii) If a call-out is over four (4) hours, the Employee will be paid for the amount of hours that have been billed/charged to the customer plus one (1) hour at the Employee's current rate.
- (3) All staff to participate in the call out program.
- (B) Section (A) does not apply to:
 - (i) an Employee who works sixteen (16) hours or less per week; and
 - (ii) Employees working at overtime rates; and
 - (iii) residential call outs, will be a minimum of a two hour call out, home to home for sewer and drain only; and
 - (4) Employees exempted in Letter of Understanding #2.

3:14

Every Employee shall have at least twelve (12) hours rest immediately preceding his next regularly scheduled shift.

3:15

- (A) If an Employee is recalled to work without having had the said twelve (12) consecutive hours rest, and should he accept the work, he shall be paid overtime rates for the first (1st) hours of his shift which would have completed his twelve (12) consecutive hours of rest.
- (B) Should an Employee work overtime, his rest period would

be reduced by the number of hours so worked.

ARTICLE 4:00 OVERTIME AND PREMIUM RATES

4:01

- (A) For the first three (3) hours on any one (1) day, time and one-half (1½ times) the Employee's rate shall be paid.
- (B) For all hours in excess of three (3), double (2 times) the Employee's basic rate shall be paid.

4:02

- (A) Up to eight (8) hours worked on the sixth (6th) day of an Employees week shall be paid at time and one half (1½) of that Employee's rate. After eight (8) hours of work on the sixth (6th) day of an Employee's work week, the Employee shall be paid at two (2) times that Employee's rate.
- (B) All hours worked on the seventh (7th) day of an Employee's work week shall be paid at double time (2) the Employees rate. All double time has to be authorized.
- (C) The "sixth (6th) day of the week" shall be an Employee's first (1st) day off in the week and the "seventh (7th) day of the week" shall be an Employee's second (2nd) day off in the week.

4:03

For all hours worked in excess of twenty (20) working shifts within a twenty-eight (28) day period:

- (A) Time and one-half (1½ times) the Employee's basic rate for all hours worked.
- (B) For all hours worked on a General or Proclaimed Holiday named in Article 5:00, double (2 times) the Employee's basic rate per hour in addition to any other compensation the Employee may be entitled to, pursuant to Article 5:00.

4:04

There shall be an additional one dollar (\$1.00) per hour in addition to any Employee's regular rate of pay for any and all hours worked between 8:00 P.M. and 4:00 A.M.

This premium does not apply to these hours if an Employee is working overtime.

4:05

- The Employer shall pay a sixty-five (\$65.00) dollars per diem, meal and incidental allowance,

consisting of:

Breakfast	15.00
Lunch	15.00
Dinner	25.00
Incidentals	10.00

- The out of town per diem allowance will be reduced by the amount of any meal not required on partial out of town days.
- Out of town shall be defined as any job where an Employee has to stay overnight.
- Employees do not have to provide receipts to receive these per diems, but for tax purposes, it is recommended that they do.
- The Employer shall pay for reasonable lodgings.

4:06

That the weekly on-call shall be distributed on a rotating basis. The shift rotation for that week will be Tuesday to Saturday, and the on-call Tuesday to Tuesday. When an Employee is scheduled for weekly on-call they shall be provided with a company supplied pager. The weekly on-call rotation shall be posted one year in advance and Employees shall have the ability to trade shifts with other Employees. When Employees trade shifts, both Employees must fill out a form (provided by the Employer) indicating who is trading shifts and when the shifts are being traded. When an Employee is scheduled for weekly on-call shift, that Employee shall receive an on-call premium of thirty-five dollars per week. (This Article does not apply when Letter of Understanding #2 forms part of this Collective Agreement).

4:07

- (A) All overtime shall be mutually agreed to by the Employee. An Employee shall not be forced to work overtime, subject to Article 4:07(C), and refusal to work overtime shall not be a violation of this Agreement, nor shall it be reason for termination of employment. All overtime worked shall be in accordance with the applicable Statutes.
- (B) When overtime is required, the work will be offered to the Employees based on seniority, provided the Employee has the requirements to perform the work to be done. The Employer has the right to determine who has the requirements to perform the work. The Employee has the right to grieve if they disagree with the Employer's decision.
- (C) Employees may refuse to work overtime. If all Employees refuse to work overtime, the least senior Employee who has the requirements to perform the work must perform the overtime. This does not apply to call back/on call work.

4:08

- A) An Employee who is entitled to receive overtime compensation pursuant to this Agreement may elect to receive the compensation as time off only from work (banked time) based on the applicable overtime rate.
- B) The following provisions shall apply to any Employee who elects to receive banked time as time off:
 - i) There shall be no restriction as to how much time can be banked.
 - ii) That the Employee shall notify the Employer in writing that s/he wishes to use a portion of his/her accumulated banked time. This request shall be given to the Employer at least two (2) weeks prior to the request being taken.

That the Employer shall provide a written response to the Employee's written request for banked overtime within forty-eight (48) hours of said request.

- iii) That the Employee may take out any amount they have banked less applicable deductions on a quarterly basis. These requests shall be made by the cut off of each payroll. These payments shall be made by separate cheque.
- iv) The scheduling of this request shall be done with the approval of the Employer.
- v) In the event of a slow work period, an Employee may provide shorter notice of request to use banked time, as outlined above. The granting and scheduling of these requests shall be at the discretion of the Employer.
- vi) Employees can request to be paid out portions of their overtime bank in cases of financial hardships such as events that are not planned for (ie. emergencies).

4:09

- (A) Where an Employee is required to continue working on the completion of the regular scheduled shift, said Employee shall be entitled to take a one-half (1/2) hour lunch break at any time after completing the regular scheduled shift with no loss of pay, providing his total daily hours of work that shift are twelve (12) consecutive hours or more and said Employee shall be reimbursed ten (\$10.00) dollars for a hot meal. The Employee shall note the meal allowance due on the time sheet and the Employer shall include the reimbursement on the same pay period and shall "note" meal allowance, on the Employees statement of earnings. The Employee has to provide a receipt to receive the meal allowance. (The Employer will accept receipts for a day or two after.)
- (B) If an Employee is recalled to work two (2) hours or less after completing the regular scheduled shift, the meal allowance and conditions above shall apply.

ARTICLE 5:00 ANNUAL VACATIONS AND GENERAL HOLIDAYS

5:01

The following General Holidays shall be recognized by the Employer:

NEW YEAR'S DAY	B.C. DAY	REMEMBRANCE DAY
GOOD FRIDAY	LABOUR DAY	CHRISTMAS DAY
VICTORIA DAY	THANKSGIVING DAY	BOXING DAY
CANADA 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.

5:02

Employees who have established seniority in accordance with Article 6:00, and who worked the scheduled shift before and the scheduled shift after the General or Proclaimed Holiday, shall receive their regular days wage for the General Holiday in addition in any compensation in Article 4:00.

5:03

The Employer shall post a vacation schedule on the Employee's bulletin board in the following manner:

- i) No later than October 1 of the preceding year, a schedule shall be posted for vacations to be taken in January to March. The Employees will post their desired vacation during this period on the schedule,

not later than the end of October. The Employer shall confirm these vacation requests by November 15.

- ii) The Employer shall post a second vacation schedule on the bulletin board no later than January 15 of each year and the Employees shall post their desired vacation periods on the schedule no later than the end of March. By reposting the vacation schedule, the Employer shall confirm vacation periods on an individual basis by seniority, to be completed and posted not later than April 15.

5:04

Vacation with pay shall be granted to all Employees in accordance with the provisions of the Employment Standards Act; Statutes of British Columbia and any Amendments thereto and in compliance with Article 5:05.

5:05

- (A)
 - (i) Employees who have not completed three (3) years of employment with the Employer shall receive two (2) weeks vacation that year and each year thereafter with pay at four (4%) percent of earnings for the year preceding his vacation.
 - (ii) Employees who have completed three (3) years of employment with the Employer shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding his vacation.
 - (iii) Employees who have completed eight (8) years of employment with the Employer shall receive four (4) weeks vacation that year and each year thereafter, with pay at eight (8%) percent of earnings for the year preceding his vacation.
 - (iv) Employees who have completed fifteen (15) years of employment with the Employer shall receive five (5) weeks vacation that year and each year thereafter, with pay at ten (10%) percent of earnings for the year preceding his vacation.
- (B) An Employee shall receive his vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken concurrently except when the efficient operation of the business would be adversely affected.
- (C) Vacation Pay shall be the applicable percentage of earnings for the previous calendar year.
- (D) A maximum of two (2) consecutive weeks shall be taken during the prime time of the year. The "prime time" shall be the months of June through September, but extra consecutive weeks may be taken by mutual consent between the Employer and Union where the business of the Company would not be adversely affected.

5:06

Any Employee whose employment is terminated for any reason whatsoever shall receive holiday pay at the regular percentage rate of his total wages or salary earned in that year, up to the date of termination of his employment in lieu of vacation time and pay for the year.

5:07

Steady part-time or steady relief Employees shall be granted a vacation with pay in accordance with Articles 5:01, 5:02, 5:03, 5:04 and 5:05 hereof.

5:08

(A) Should a General or Proclaimed Holiday fall on an Employee's regular day off they shall receive:

- (I) another day off with pay, OR
- (ii) receive another day's wages as mutually agreed to between the Union and the Employer.

(B) The Employee's pay cheque stub shall indicate separately, all monies paid, for any General or Proclaimed Holiday.

5:09

If a General or Proclaimed Holiday falls during an Employee's annual vacation, they shall receive an extra day's vacation with pay in lieu thereof.

ARTICLE 6:00 SENIORITY

6:01

(A) Seniority shall commence at the date of hire.

- (B) i) If an Employee is required to serve a probationary period, that Employee's wage rate for the probationary period will be eighty (80%) percent of the regular classification rate.
- ii) Employees on a probationary period prior to September 1, 1997, will not be affected by this addition.
- iii) For Employees required to complete a probationary period, seniority will be from the date of hire. The probationary period may be ninety (90) calendar days.

6:02

Seniority shall continue during a Leave of Absence granted by the Employer for a period of ninety (90) continuous days and shall be extended by mutual agreement by the parties.

6:03

Seniority shall continue when an Employee is off due to illness for a three (3) month period, and the Employer may require the Employee to present a Doctor's Certificate as evidence of such illness. This three (3) month period may be extended by mutual agreement between the parties.

6:04

Seniority shall continue when an Employee is off work on account of an injury received while on the job.

6:05

In the event of lay offs due to the reduction of the working forces, seniority shall be the deciding factor, competency considered, 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.

6:06

An Employee whose lay off exceeds one hundred and eighty (180) continuous days, shall lose all seniority.

6:07

An Employee who has been laid off and fails to return to work within one (1) week after receiving notice by registered mail to return to work, shall lose all seniority. It is the sole responsibility of an Employee who is laid off to leave with the Employer a telephone number where they may be contacted. The Employer shall also notify the Union Office when the one (1) week notification is to be issued.

6:08 SENIORITY LISTS

Seniority Lists shall be sent into the Union Hall twice (2) a year: January and July and shall be posted on the Company's Bulletin Board. The seniority lists that are sent to the Union office shall include the Employee's current address and phone number.

6:09

Unless an Employee files a complaint with the Employer, in writing, regarding an error in the seniority standing within five (5) days following the posting of the Seniority List, the seniority shall be deemed to be correct, unless unable to do so, due to circumstances beyond their control.

ARTICLE 7:00 HEALTH AND WELFARE PLAN

7:01

All Employees shall be covered by the Health and Welfare Plan which shall be provided by the Employer for the benefit of the Employees covered by this Agreement after ninety (90) calendar days of employment. The Employer shall pay one hundred (100%) percent of the cost of the Health and Welfare Plan.

7:02

The Employer shall be required to pay one hundred (100%) percent of the cost of the Medical Services Plan (B.C. Medical Plan).

7:03

Employees can accumulate sick days up to a total of eighteen (18) days earned at a rate of one-half (½) working day's sick leave per calendar month of employment.

Sick days can be used for periods of one (1) day up to a total of two (2) weeks of an illness or injury. Employees will be entitled to be paid sick leave based on the Employee's accumulated sick days.

In the event that an Employee is sick, that Employee may either borrow days from future accumulated sick days (up to a total of ten (10) days) or may take time out of their overtime bank, if they have the available time. Probationary Employees may borrow days from future accumulated sick days (as above) at the Employer discretion.

This applies to Employees hired prior to July 1, 1997. Employees hired since that date will accumulate sick days as per the Collective Agreement.

The Employer will periodically provide the Employees with an updated sick day bank balance

7:04

A) Employment Insurance Carve-out/Long Term Disability Plan

- If an Employee is sick or injured for longer than two (2) weeks (ten (10) working days), that Employee would go on Employment Insurance Sick Benefits, up to fifteen (15) weeks. If an Employee is still sick or injured after fifteen (15) weeks, that Employee would go on to the Long Term Disability Plan (LTD).
- The Employee's will pay tax on the premiums of the Long Term Disability portion of the Health

and Welfare Plan. Any benefits collected will not be subject to tax.

B) Long Term Disability

Benefit Amount:

66.67% of your monthly earnings to a maximum of \$6,000.00.

Waiting Period:

120 days.

Benefit Period

To age 65.

7:04 B (Cont')

First 24 Months of Disability:

You are considered disabled if you can not perform a combination of duties that regularly took sixty (60%) percent or more of your time to complete.

After First 24 Months of Disability:

LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least sixty (60%) percent of your monthly earnings before disability.

Taxability of Benefits:

Because the Employees pay the entire income tax for the entire cost of LTD coverage, benefits are non-taxable.

7:05 LIFE INSURANCE

All Employees, as soon as they are eligible shall be covered by the Group Life Insurance Plan providing the following minimum coverage.

(A) **Life Insurance Coverage** in the amount of Ten Thousand (\$10,000.00) Dollars covering death from any cause.

(B) **Accidental Death and Dismemberment Coverage** in the sum of Ten Thousand (\$10,000.00) Dollars covering death from any cause within ninety (90) days of an accident, life, limb or sight according to the following schedule.

<u>For Loss Of:</u>	<u>Percentage Of Principal Sum</u>
Life	100%
Both Hands	100%
Both Feet	100%
Sight of Both Eyes	100%
Both Arms	100%
Both Legs	100%
Use of One Arm or One Leg	75%
One Hand or One Foot	66_ %

Sight of One Eye	66_%
Thumb & Index Finger of One Hand	33_%
Speech	33_%
Hearing in Both Ears	33_%
Five Toes of One Foot.....	12½%

LOSS OF A HAND shall mean severance at or above the wrist joint.

LOSS OF ARM shall mean severance at or above the elbow joint.

LOSS OF FOOT shall mean severance at or above the ankle joint.

LOSS OF LEG shall mean severance at or above the knee joint.

LOSS OF THUMB, FINGER OR TOE shall mean severance of the entire digit.

7:05 (Cont')

LOSS OF SIGHT, SPEECH, HEARING means loss that is total, cannot be recovered, lasts at least one (1) year and is deemed to be permanent.

LOSS OF USE means loss that is total, cannot be recovered, lasts at least one (1) year and is deemed to be permanent.

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

No more than one hundred (100%) percent will be paid for all losses sustained in any one accident.

7:06 EXTENDED HEALTH CARE BENEFITS

Extended Health Care Benefits shall be implemented for all Employees as soon as they are eligible shall be covered by the Extended Health Care Plan with a non-deductible and one hundred (100%) percent coverage and an unlimited maximum.

(A) **Eye Glass Benefit** - Shall be covered for corrective lenses and frames or contact lenses:

FOR AN ADULT - One Hundred and Forty (\$140.00) Dollars every twenty-four (24) months.

FOR CHILD UNDER 18 - One Hundred and Forty (\$140.00) Dollars in a twelve (12) month period.

(B) **Hearing Aid Benefit** - A maximum every twenty-four (24) month period of Three hundred (\$300.00) Dollars.

7:08 DENTAL PLAN

All Employees, as soon as they are eligible, shall be covered by the Dental Plan which shall cover the payment of all charges to Employees and their insured dependents for Dental Services performed by a Dentist for the following:

(A) There shall be no deductible applicable to Plans "A" and "B" as laid out in the current Fees Schedule.

(B) Reimbursement percentage applicable to Plan "A" shall be eighty (80%) percent.

(C) Reimbursement percentage applicable to Plan "B" shall be fifty (50%) percent.

(D) The annual maximum applicable to Plan "A" shall be unlimited except in Plan "B" which shall have an

applicable annual maximum of Fifteen Hundred (\$1,500.00) per year.

7:09

The Employer shall provide each mechanic with insurance to cover Employee owned tools which remain on Company property during non-working hours.

7:10

Tools of each Employee shall be covered to a maximum of \$1,000.00 face value coverage, and benefits shall be subject to normal insurance restrictions and requirements.

ARTICLE 8:00 LEAVE OF ABSENCE

8:01 BEREAVEMENT LEAVE

When death occurs to a Member of an Employee's immediate family, the Employee shall be granted, upon request, an appropriate Leave of Absence and if the Employee attends the funeral said Employee shall be compensated at his regular straight time hourly rate of pay for hours lost from said Employee's regular schedule on any of the days prior to the funeral, the day of the funeral and the day after the funeral for a maximum of three (3) days. Members of the Employee's family are defined as the Employee's spouse, common-law spouse, mother, father, sons and daughters, brothers and sisters. 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 shall not be charged against the three (3) days of leave. Granting of Bereavement Leave for relatives or dependents other than those described above shall be at the discretion of the Employer. Step-mother and Step-father shall be deemed as Mother and Father.

8:02 JURY DUTY

- (A) The Employer shall grant paid leave to Employees other than Employees on leave without pay, who serve as Jurors or Witnesses in a Court Action, provided such Court Action is not occasioned by the Employee's private affairs.
- (B) An Employee who is summoned to appear as Juror or Witness shall receive his regular wages during such time, providing such time is on his regular scheduled work days. The Employee shall assign all monies received by him for such "Court" duties to the Employer excepting travelling expenses and meal allowances not paid for by the Employer.

8:03

The Employer shall allow time off work without pay to any man or woman who is serving on a Union Committee for purposes of discussions with the Employer, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operations of the business, and there shall be no more than one (1) Employee from the bargaining unit off at one time.

The Employer shall allow time off from work without pay for an Employee who is duly elected as a member of the Service Employees International Union, Local 244 Executive Board.

ARTICLE 9:00 GRIEVANCE PROCEDURE AND ARBITRATION

9:01

Any grievance and/or dispute arising out of the interpretation, application and/or operation of this Agreement, that may arise during the Life of this Agreement, shall be promptly discussed, and the parties hereto shall

diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible time.

9:02

Written notices of any grievances and/or dispute shall be given to the other party within fourteen (14) days of occurrence. The procedure for adjusting all grievances and/or disputes shall be as follows:

- (A) By a discussion between the Employee(s) concerned and the Head of the Department.
- (B) By a discussion between the Employee(s), the Shop-Steward (if one is appointed), and the Head of the Department.
- (C) By a discussion between the Employee(s), the Business Representatives of the Union and the Employer.
- (D) Grievances and/or disputes settled satisfactorily shall date to the time of filing same.

9:03

Any grievance and/or dispute between the Employer and the Union involving the interpretation, application or any alleged violation of this Agreement may be referred by either party to:

- (A) The Labour Relations Board, pursuant to Section 84 of the Labour Relations Code of B.C., or
- (B) Arbitration

9:04

If the grievance and/or dispute is not solved by negotiations between the Employer and the Union within seven (7) working days after negotiations have broken off, either party may request in writing, that the grievance and/or dispute be submitted to Arbitration.

9:05

- (A) If such request is made, an Arbitration Board, consisting of one (1) Representative selected by the Employer and one (1) Representative selected by the Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its Representative within the time specified herein, the other party may appeal to the Labour Relations Board to make the appointment.
- (B) The two (2) Arbitrators selected shall meet within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Board to appoint a Chairman.
- (C)
 - (i) The Arbitration Board shall not have power to change, modify, extend, or amend this Agreement or to award costs or damages against either party.
 - (ii) The Board shall have the power to order, if it 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. A majority decision of the Board shall constitute the award. The decision of the Board shall be binding on both parties.
- (D) Each party shall pay its own costs and fees and the expenses of its Representatives and Witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.
- (E) In the event of an Arbitration Board being appointed, such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

9:06

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, (here insert name) or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference,
- (ii) define the issue in the difference, and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

ARTICLE 10:00 GENERAL**10:01**

- (i) Where the Employer requires an Employee to wear a uniform or any special clothing, the Employer shall supply, launder and maintain such clothing in good condition. Where any question arises as to special clothing for any unusual work condition, the question shall be settled by mutual agreement between the Union and the Employer.
- (ii) The Employer shall supply and pay for rental and cleaning of coveralls, and other special clothing as necessary.

10:02

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained.

10:03

All work undertaken by the Employer shall be performed by Employees as described within the Certificate of bargaining authority, and all such Employees within the described certified unit shall perform their work and receive compensation for such work, in accordance with the terms and conditions contained within this Collective Agreement and any Amendments that may be added to this Collective Agreement.

10:04

The Representatives of the Union, after notifying the Employer shall have access to the Employer's premises during working hours to carry out the business of the Union in respect to the operation of this Agreement.

10:05

It shall not be a violation of this Agreement for Members of Local 244 to refuse to cross a legal picket line.

10:06

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 an Employee is advised by the doctor and/or the 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.

10:07

Union Notice Boards shall be provided. Boards are to be used for notices pertaining to the Employees only.

10:08

The Employer will ask that the Employees show their appropriate drivers license. This will be done on a random basis.

10:09

If, after an Employee receives a new job through a job posting, transfer or promotion, that Employee may request to be relieved from the job posting, transfer or promotion, and shall return to their former job without loss of seniority. If an Employee makes such a request, it shall be done within three (3) months of the job posting, transfer or promotion being started.

10:10

An Employee shall be paid their wage, as outlined in the Collective Agreement, when required to take the following courses by the Employer:

- Transportation of Dangerous Goods
- Confined Space

10:11

All Employees to perform job evaluations in the field (scope of work only – if required).

ARTICLE 11:00 DISCIPLINE AND DISCHARGE

The following shall be deemed reasons for immediate discipline and discharge of an Employee:

11:01

Failing to report for work on time without sufficient reason.

11:02

Quitting before their scheduled quitting time.

11:03

The consumption of substances during their working hours, which could cause impairment. Incapable of performing their regular duties as per this Article.

11:04

Having an unauthorized person on the job.

11:05

For violating Article 2:13(a).

11:06

In any instance when an Employee accepts other employment without the written consent of Management, when on leave of absence, that Employee may be terminated.

11:07

Where an Employee is suspended for disciplinary action, said suspension shall not be considered a lay off.

11:08

If vehicle or equipment on vehicle becomes inoperative due to:

- (A) Negligence while in operation by Driver or Trainee.
- (B) Neglecting general maintenance on vehicle and equipment when given an opportunity to do so during regular hours.

11:09

Theft and misappropriation or willful damage of company property.

11:10

Refusal to work while an Employee is on regular working hours or on call.

11:11

That the reasons stated in this Article will not circumvent the Employees from filing grievances and for these grievances to be heard based on the merit of the grievance.

ARTICLE 12:00 CLASSIFICATIONS, WAGE RATES AND PAYMENT OF WAGES

12:01 (A)

Wage Rates	July 1/00	July 1/01	July 1/02
Driver			
Start to 1 Yr.	19.75	20.24	20.85
1 yr to 3 yrs	22.70	23.27	23.97
3yrs to 5yrs	23.40	23.99	24.71
5yrs +	24.25	24.86	25.61
Drainman			
Start to 1yr	17.75	18.19	18.74
1yr to 5 yrs	20.67	21.19	21.83
5yrs +	21.25	21.78	22.43
Labourer			
Start	15.98	16.38	16.87
Senior Labourer			
Start	17.75	18.19	18.74
1yr +	20.34	20.85	21.48
Forman			
Start	26.25	26.91	27.72

12:01 (A) (Cont')

* Classification Movement

1. Labourer to Driver 3 will be credited with 0 years experience as a driver.
2. Drainman 1 to Driver 2 will be credited with 1 years experience as a driver.
3. Drainman 2 to Driver 2 will be credited with 1 years experience as a driver.
4. Drainman 3 to Driver 3 will be credited with 0 years experience as a driver.

** See Addendum #1 for further breakdown**

12:01 (B) – FOREMAN FOR SEWER & DRAIN OPERATIONS

- The job duties/responsibilities shall be:
 - Receive sewer and drain customer calls.
 - Assign sewer and drain jobs to operations Employees and dispatch units.
 - Supervise on-site job progress to ensure company standards of customer service, effectiveness and efficiency are maintained at all times.
 - Ensure new Employees are trained to appropriate skill levels required.
 - Oversee the maintenance and repairs of all equipment and vehicles used in the sewer and drain operations.
 - Coordinate all new equipment purchases.
- This position shall be posted for seven (7) calendar days when there is a vacancy.
- The incumbent reports to the Operations Manager.
- All other terms and conditions of the Collective Agreement apply to this Memorandum of Agreement.

12:01 (C) – FOREMAN FOR VACUUM TRUCK OPERATIONS

The terms and conditions are as follows:

- The title of the position shall be: foreman / vacuum truck operations.
- The successful applicant shall have a minimum of 5 years prior experience in vacuum truck operation.
- The wage rate shall be as per Collective Agreement.
- The position responsibilities shall be:
 - consulting in areas of discipline and recommending improvements in efficiency, customer service and the general operations of the Company.
 - oversee that all equipment and vehicles used in vacuum truck operations are properly maintained in good working order in consultation with the Operations Manager.
 - maintain a shop equipment control system.
 - to relieve in dispatch responsibilities approximately 2 - 3 days per week for 8 hours per day as well as act as backup for sick days and holiday relief for the Operations Manager as required in which case the hours would be 7:00 a.m. to 5:00 p.m.
 - to perform “on call” duties as assigned.
- This position reports to Operations Manager.
- All other terms and conditions of the Collective Agreement apply.

12:02

An Employee who works in a higher rated classification shall be paid at the higher rate for all hours worked at the higher rate.

12:03

The Application of the terms of this Agreement, shall not have the effect of reducing the Employee's wage rate in force at the time of its execution. The wages rates stated above shall be considered a minimum and shall not preclude the payment of a higher wage rate to any classification at the discretion of the Employer.

12:04

In the event the Employer hires Employees who come within the scope of this Agreement and for whom a classification not recited in this Agreement, and for whom a wage rate is not stated, the classification shall be added to this Agreement, together with a wage rate by an Amendment. If the parties are unable to agree on a wage rate, the matter may be referred to Arbitration.

12:05

Each Employee shall be paid every second (2nd) Friday, all regular wages earned by him up to and including the preceding Sunday. If pay day falls on a General Holiday or Non-Business day, wages shall be paid the day previous. Wages shall be paid at the completion of the working day.

ARTICLE 13:00 LIFE OF AGREEMENT, TERMINATION AND RENEWAL

13:01

This Agreement shall become effective as of the first (1st) day of July, 2000 and shall remain in full force and effect until the thirtieth (30th) day of June, 2003, and shall renew itself without change on the first (1st) day of July, 2003, and on each first (1st) day of July thereafter unless written notice to commence negotiations for a new Collective Agreement to supersede this Agreement is served by either party to the other party within four (4) months prior to the thirtieth (30th) day of June, 2003 or the thirtieth (30th) day of June in any year thereafter.

13:02

In the event of notice, the party tendering same shall list the clauses in which modification or change is desired.

13:03

Negotiations shall commence as quickly as possible following receipt of notice of termination and list of modifications.

13:04

Where notice has been served in accordance with Article 13:01, this Agreement shall remain in full force and effect until such time negotiations have been completed and a new Collective Agreement has been signed which will supersede this Agreement.

13:05

The parties hereto agree to exclude the operation of Section 50(2)(3) of the Labour Relations Code of British Columbia.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE EMPLOYER:

McRAE'S SEPTIC TANK
SERVICE (VANCOUVER) LTD.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

JOHN VOGEL

RASHID AZIZ

PETER MULLIN

KEN HEALES

ROGER F. FITZPATRICK

LETTER OF UNDERSTANDING #1

RE: EMPLOYEE SALES INCENTIVE PROGRAM

- Objective:** To capture new customers and incremental sales for McRae's by empowering and rewarding each Employee for securing new business.
- Eligibility:** All Employees (excluding Operations Manager).
- Incentive Payments:** A fee equal to 10% of the total amount invoiced (excluding GST and disposal fees) during the first six months from the date of the initial billing.
Incentive payment will be payable on the month-end following each calendar quarter as an addition to regular gross payroll earnings (i.e., April 30 payment for new business invoiced during Jan. 1 - Mar. 31 period). Payment to be made on a separate cheque.
- Reporting:** Each prospect must be reported in writing by the Employee (using a Sales Report form) by the Monday following the date of contact.
- Primary Sales Targets:**
 - * Any family residential work
 - * Any car wash business
 - * Restaurant grease traps
 - * Light industrial work
- Other Terms:**
 1. All qualifying contacts must be made by Employees outside of regular work hours including scheduled weekend hours
 2. The programme excludes any existing customers who have previously used McRae's services.
 3. All work must fall within the Company's normal pricing policies.
 4. The company reserves the right to adjust for incentive payments on unpaid accounts outstanding for more than six months.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA.

Dated this _____ day of _____, 20__.

FOR THE EMPLOYER:

McRAE'S SEPTIC TANK
SERVICE (VANCOUVER) LTD.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

JOHN VOGEL

RASHID AZIZ

PETER MULLIN

KEN HEALES

ROGER F. FITZPATRICK

LETTER OF UNDERSTANDING #2

RE: ARTICLE 4:06 - ON CALL

The schedule for On Call shall be as follows:

1. Each qualified driver will be assigned the on call duties (except those requesting an exemption as per section v.
2. The rotation order will be by seniority starting at the qualified driver with the least seniority.
3. The on call coverage will cover a twenty-four (24) hour period commencing at 6:00 am.
4. There will be weekly on call coverage seven (7) days per week including general holidays.
5. Any driver with more than ten (10) years of seniority will be exempt from the on call rotation unless that driver agrees to be included.
6. The schedule will be posted prior to each calendar month. The schedule will be posted in a place where the drivers have access to it during working hours.
7. When Employees trade shifts, both Employees must fill out a form (provided by the Employer) indicating who is trading shifts and when the shifts are being traded.
8. If an Employee's on call day is scheduled to be on a day when the Employee is on approved holidays, the Employer will find a substitution to fill that on call day.
9. If an Employee's on call day is scheduled to be on a day when the Employee is on approved bank time off, the Employer will find a substitution to fill that on call day.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA.

Dated this _____ day of _____, 20_____.

FOR THE EMPLOYER:

McRAE'S SEPTIC TANK
SERVICE (VANCOUVER) LTD.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

JOHN VOGEL

RASHID AZIZ

PETER MULLIN

KEN HEALES

ROGER F. FITZPATRICK

LETTER OF UNDERSTANDING #3

RE: HOURS OF WORK/TEN (10) HOUR SHIFTS

This Letter of Understanding provides the Employer a way to vary the current working shift to allow for three (3) ten (10) hour shifts.

The ten (10) hour shifts shall be posted outlining the type of work, work schedule, and scheduled days off, and shall be awarded based on seniority. If any of these three (3) positions are not filled by current Employees of McRae's Tank, the vacant position(s) will not go into effect.

The standard working shift for Employees working ten (10) hour shifts to be worked within ten and one half (10½) consecutive hours.

The standard work week shall consist of four (4) ten (10) hour shifts with at least two (2) consecutive days off.

When working a ten (10) hour shift, all hours in excess of eleven (11) hours shall be paid at double the Employee's basic rate of pay.

Employees who receive the ten (10) hour shifts may request that they may go back to their previous eight (8) hour shift, and such request shall not be unreasonably denied.

It is understood, in the event of lay-offs, the ten (10) hour shifts (not the drivers) will be the first shifts to be reduced.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA.

Dated this _____ day of _____, 20_____.

FOR THE EMPLOYER:

McRAE'S SEPTIC TANK
SERVICE (VANCOUVER) LTD.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

JOHN VOGEL

RASHID AZIZ

PETER MULLIN

KEN HEALES

ROGER F. FITZPATRICK

McRAE'S TANK SERVICE LTD.

**6891 MacPherson Avenue
Burnaby, B. C. V5J 4N2**

TELEPHONE: 604-434-8313

2000 - 2003