

AGREEMENT BETWEEN

CANADIAN WASTE SERVICES INC.  
(VICTORIA/NANAIMO/CAMPBELL RIVER)

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

APRIL 1, 2003 to MARCH 31, 2006

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - BARGAINING AGENT RECOGNITION .....	1
ARTICLE 3 - EMPLOYER'S RIGHTS .....	2
ARTICLE 4 - UNION SECURITY .....	2
ARTICLE 5 - HOURS OF WORK AND SHIFTS .....	3
ARTICLE 6 - OVERTIME RATES AND PREMIUM RATES .....	6
ARTICLE 7 - CLASSIFICATIONS.....	8
ARTICLE 8 - WAGE RATES.....	9
ARTICLE 9 - GENERAL HOLIDAYS .....	9
ARTICLE 10 - ANNUAL VACATIONS .....	11
ARTICLE 11 - SENIORITY .....	12
ARTICLE 12 - GENERAL .....	15
ARTICLE 13 - FACT FINDINGS, INVESTIGATIONS, INTERVIEWS AND DISCIPLINE HEARINGS	16
ARTICLE 14 - REASONS FOR DISCHARGE, SUSPENSION .....	17
ARTICLE 15 - JOB VACANCIES, POSTINGS & OVERTIME/GENERAL HOLIDAY POSTINGS .	17
ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION.....	18
ARTICLE 17 - SAFETY.....	20
ARTICLE 18 - HEALTH AND WELFARE .....	20
ARTICLE 19 - PENSION PLAN .....	22
ARTICLE 20 - LIFE OF AGREEMENT AND RENEWAL.....	23
APPENDIX A - WAGE RATE SCHEDULE .....	24
APPENDIX B - POINT SYSTEM .....	26
LETTER OF UNDERSTANDING #1 .....	28
LETTER OF UNDERSTANDING #2.....	29
LETTER OF UNDERSTANDING #3.....	31
LETTER OF UNDERSTANDING #4.....	32
LETTER OF UNDERSTANDING #5.....	33

## COLLECTIVE AGREEMENT

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

### **ARTICLE 1 - PURPOSE**

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

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

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

### **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for all employees and Dependent Contractors, except office staff and sales people, employed at and from Victoria, Nanaimo and Campbell River.

2.02 This Agreement shall be binding on the Company and the Union and on each employee except the following Articles do not apply to Dependent Contractors: Article 4.01, 4.03, 4.06, 4.10, 5, 6, 8 (except 8.02), 9 (except 9.01), 10, 11.03, 11.04, 11.10, 11.16, 11.17, 13, 15, 17 and 19.

Letter of Understanding #3 attached to this collective agreement shall apply to Dependent Contractors.

2.03 During the term of this Collective Agreement, the number of Dependent Contractors (converted or newly created) will not exceed three (3) in Victoria, two (2) in Nanaimo and one (1) in Campbell River.

2.04 Hourly rated employees on staff as of August 29, 1995 will not lose their employment as a result of the Company creating or converting any classifications to Dependent Contractors.

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

- 3.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work, providing the Employer shall not sub-contract bargaining unit work, as contained in Article 4.10 of this Collective Agreement; to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications skill and ability of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.
- 3.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise a grievance procedure as outlined in this Agreement.
- 3.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees.
- 3.04 The Employer recognizes that the exercise of its Employer's rights will not conflict with the terms of this Agreement.
- 3.05 Force Majeure: In circumstances of force majeure, limited to the discontinuance of operations due to freeze-up, excessive snow, flood, earthquake, fuel shortage, explosions or collapse of equipment or buildings, those provisions of the Collective Agreement penalizing the Employer, either monetarily or otherwise, will not be effective for the duration of the force majeure.

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

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

- 4.01 Each employee covered by this Agreement, as a condition of employment and/or continued employment, shall become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 4.02 The Employer shall hand each new employee a Union membership card and dues deduction card. The employee shall complete said cards and return them to the Employer. The Employer shall submit the Union membership card to the Union, and shall retain the dues deduction card on the employee's file.
- 4.03 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th)

day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions. The Employer will specify the amount of the initiation fee in the said remissions and deductions.

- 4.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 4.05 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.
- 4.06 Every motor vehicle and every piece of equipment, whether owned by the Employer or leased by the Employer under the jurisdiction of the Union, shall be operated and maintained by a member of the Bargaining Unit who has the qualifications, skill and ability to perform the work.
- 4.07 Management shall only operate equipment and/or work with tools in the case of an emergency. An emergency shall only be for the safety of man and/or equipment. Management may use tools or operate equipment for instructional or evaluation purposes or when Union help is not available.
- 4.08 In the event of the sale of a majority of the operations of the Employer, it shall be a condition of such sale that the purchaser shall assume the Collective Agreement as entered into by the International Union of Operating Engineers Local 115 and the Employer and that the employees shall retain their seniority in accordance with the Collective Agreement.
- 4.09 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.
- 4.10 There shall be no sub-contracting out of the bargaining unit's work without the written permission of the Union. It is agreed between the parties that where the Company has a lack of shop equipment or facilities prior to the date of this Collective Agreement, the Company may continue to do so.

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

- 5.01 The standard working shift for all posted employees shall be:
  - (a) eight (8) hours work within eight and one-half (8½) 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 (10½) consecutive hours and shall be worked in four (4) posted days of the week with a minimum of two (2) consecutive days off.

5.02 All posted employees who report for work at the request of the Employer, shall be paid a minimum of:

(a) When working an 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 the sixth (6th) and seventh (7th) consecutive day of work and/or general holidays.
- (iii) an employee who has worked in excess of the four (4) hours in any day, shall be paid hour for hour for each hour worked up until eight (8) hours in the day.

(b) When working a ten (10) hour shift:

- (i) a minimum of five (5) hours at the regular rate of pay.
- (ii) a minimum of five (5) hours at the overtime rate of pay on the fifth (5th) and any subsequent consecutive day of work and/or general holidays.
- (iii) an employee who has worked in excess of the five (5) hours in any day, shall be paid hour for hour for each hour worked up until ten (10) hours in the day.

5.03 The Employer shall post as many "posted shifts" as required to carry out its business.

5.04 All employees, other than posted employees, shall be considered as spare employees. All spare employees who report to work at the request of the Employer on any day shall be paid a minimum of four (4) hours at the appropriate rate and shall be paid hour for hour thereafter.

Spare employees who are requested to report for work twice in the same day shall receive a minimum of two (2), four (4) hour call-outs at the appropriate rate.

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

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

The Dispatcher shall then confirm the starting times of each spare employee between the hours of 3:00 p.m. and 4:30 p.m. of the day before the scheduled work day or between 5:00 a.m. and 9:00 a.m. of the work day.

A spare employee may confirm, if not contacted by dispatch already, his start times by contacting the dispatcher by 4:15 p.m. the day before the scheduled workday.

An employee who is contacted by dispatch on the workday shall have a fifteen (15) minute window of opportunity to return the dispatcher's call in order to confirm his start times for

the day. Where the employee does not return the call within fifteen (15) minutes of contact by the dispatcher, the spare employee shall be passed over and the next senior spare employee shall be given the work opportunity.

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

- 5.05 Employees who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.
- 5.06 Lunch breaks shall be optional for all employees. The Employer shall be notified, in writing, of the option chosen by each employee and shall not be varied by the employee without the written agreement of the Employer.
- 5.07 A schedule shall be posted on the Bulletin Board on the Employer's premises. This schedule shall contain the name of each posted employee, his starting times and his days off each week.
- 5.08 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work originally directed by the Employer.
- 5.09 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.10 For posted employees, the work week shall start on the first scheduled day of their week. For spare employees, the week shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.
- 5.11 A shift commencing on one (1) day and continuing into the next day shall be considered as work performed on the day on which the shift commences.
- 5.12 An employee shall have at least eight (8) consecutive hours rest after he has completed a shift. Should he choose to work overtime, his rest period would be reduced by the number of hours so worked. If an employee is called into work without having had eight (8) consecutive hours rest, he shall be paid at the overtime rate of pay until he has had the said eight (8) consecutive hours rest.
- 5.13 When an employee who is regularly scheduled to work forty (40) hours in a work week finds that, as a result of shift changes caused by lay-offs and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

Such arrangement shall be by mutual consent and in writing.

- 5.14 Employees returning to work after one (1) or more days of absence shall give notice of return to work to the dispatcher on duty before 2:00 p.m. of the working day preceding his first (1st) day back to work.

## Shifts

5.15 Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 5:00 a.m. and 11:59 a.m.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 noon and 8:59 p.m.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 9:00 p.m. and 4:59 a.m.

5.16 All spare employees shall receive training in all lines of business as the need arises. If a spare employee suffers a loss of income and/or hours as a result of a lack of training in a particular line of business, that spare employee will be trained in that line of business.

## **ARTICLE 6 - OVERTIME RATES AND PREMIUM RATES**

### Overtime

#### 6.01 Posted Hourly or Incentive Paid Employees

For all posted employees on the hourly or incentive paid system, they shall be paid for all overtime based on their hourly rate of pay as follows:

- (a) All hours worked in excess of their regular scheduled shift:
  - (i) one and one-half (1½x) times their hourly rate of pay up to and including the eleventh (11th) hour in any one day, and
  - (ii) two (2x) times their hourly rate of pay for all hours worked in excess of eleven (11) hours in any one day.
- (b) Work on their regular scheduled days off:
  - (i) one and one-half (1½) times their hourly rate of pay for the first eight (8) hours and two (2x) times their hourly rate of pay for all hours worked in excess of eight (8) hours.
  - (ii) all hours worked in excess of forty-eight (48) hours in any one week, excluding daily overtime, shall be paid at two (2x) times their hourly rate of pay.
- (c) Overtime for posted incentive paid employees shall be based upon either their classification incentive rate of pay or their classification hourly rate of pay, whichever is greater.

#### 6.02 Spare Employees

For all spare employees, they shall be paid for all overtime based on their hourly rate of pay as follows:



- (a) All hours worked in excess of ten (10) hours in a shift:
    - (i) one and one-half (1½x) times their hourly rate of pay up to and including the eleventh (11th) hour in any one day, and
    - (ii) two (2x) times their hourly rate of pay for all hours worked in excess of eleven (11) hours in any one day.
  - (b) All hours worked in excess of forty (40) hours or five (5) days in any one week, excluding daily overtime, shall be paid at one and one-half (1½x) times their hourly rate of pay.
  - (c) ALL HOURS worked in excess of forty-eight (48) hours or six (6) days in any one week, excluding daily overtime, shall be paid at two times (2x) their hourly rate of pay.
- 6.03 For all hours worked on a General and/or Proclaimed Holiday named in Article 9.01, an employee shall be paid one and one-half (1½) times his regular hourly rate of pay for the first eleven (11) hours worked and two times (2x) their hourly rate of pay for all hours worked in excess of eleven (11).
- 6.04 All overtime shall be mutually agreed between the employee and the Employer. All overtime shall be on a voluntary basis and refusal to work overtime shall not be a violation of this Agreement.
- Where all employees have refused to work overtime the Employer shall have the right to schedule employees to work, starting with the most junior qualified employee on the seniority list.
- 6.05 Subject to Article 15.06, all overtime shall be in accordance with this Collective Agreement. All overtime, including call out, shall be allocated on a seniority basis subject to the Employer's right to use the lowest premium rate available.

#### Premium Rates

- 6.06 Employees shall be paid the following premiums:
- (a) For all hours worked on the second (2nd) shift of the day an additional fifty cents (50¢) per hour to be paid.
  - (b) For all hours worked on the third (3rd) shift of the day an additional fifty cents (50¢) per hour to be paid.
  - (c) For all hours worked on Saturday and Sunday the employee shall receive an additional fifty cents (50¢) per hour.
  - (d) The Driver of a truck with a trailer attached shall be paid an additional seventy-five cents (75¢) per hour.
  - (e) The Chargehand of a shift shall be paid an additional one dollar (\$1.00) per hour.

- (f) Drivers shall be paid an additional fifty cents (50¢) per hour while conducting training.
- (g) An employee selected to provide first aid coverage will be paid an allowance of fifty cents (50¢) per hour in addition to his/her classification.
- (h) Mechanics possessing both a Commercial Vehicle Inspection Certificate and a Class 3 Driver's License will receive an additional one dollar and fifty cents (\$1.50) per hour.

The above premiums shall be paid for all hours worked including overtime hours; however, the premium rate shall not be included in the calculation of the overtime rate, but shall be added on top of the overtime rate. Premiums shall also be paid for non-worked General Holidays.

#### Overtime Bank

- 6.07 Employees currently using the overtime bank have until June 1st to request time from the bank, at which point all remaining balances will be paid out. No further contributions will be permitted upon the date of ratification.

### **ARTICLE 7 - CLASSIFICATIONS**

- 7.01 Seasonal Employees: A seasonal employee shall be an employee who may be regularly scheduled to work during the period of May 15th through September 30th in any year. Such an employee shall not have rights of seniority excepting to the applicable rates pursuant to conditions of employment as being defined within the period of May 15th through September 30th. Such an employee shall have the term Seasonal indicated and dated on the application for employment and the date employment commenced. An employee requesting to work past the September 30th period shall not be employed in this condition of Seasonal longer than October 7th of that year.
- 7.02 Probationary Employees, as defined in Article 11.01, shall receive the rate of pay applicable to the classification in which they are hired, less one dollar (\$1.00) per hour.
- 7.03 Drivers include roll-off, front load, hiab, residential, recycle, portable-service, fork-truck and shall be employees whose duties include the operating and driving of a truck and who are in possession of an appropriate drivers license issued under the Motor Vehicle Act of BC.
- 7.04 Utility Man is an employee whose duties include driving service vehicles, swamping, container maintenance (excluding welding), small vehicle route collection, pull out truck operation, single container delivery and pick up using a fork truck or other vehicle designed to deliver or pick up one container at a time, and other general labouring duties as directed. The employee will be paid the appropriate rate of pay for the work performed.
- 7.05 Mechanic is an employee who possesses a Journeyman Mechanic Certificate (T.Q.) and possesses the skills and ability to repair and maintain trucks and other mechanical equipment.
- 7.06 Apprentice is an employee who shall be "indentured" under the Apprenticeship Plan of BC and works under the direction of a qualified tradesman.

- 7.07 Chargehand is an employee who shall assist the Manager in carrying out his duties as they pertain to the Shop. The Chargehand shall not take disciplinary action against an employee. It is recognized that the Chargehand shall have to answer to the Manager for any deficiencies in work load completion.
- 7.08 Trainee is an employee assigned to duties requiring new knowledge. Employees in training shall receive the hourly rate less one dollar (\$1.00) per hour for the classification in which they are being trained.
- 7.09 It is understood that the above descriptions are general in nature because it would be impossible to list all situations which might arise during the work day.

## **ARTICLE 8 - WAGE RATES**

- 8.01 See Wage Rate Schedules attached (Appendix A).
- 8.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedure and Arbitration, as described in Article 16 of this Collective Agreement.
- 8.03 If an apprentice is required to attend trade school and a government assistance program(s) is available, the apprentice shall apply for the program(s) and the Company shall pay the difference between available assistance and the apprentice's loss of regular wages.
- 8.04 The Employer shall pay each employee every two (2) weeks on a Friday, all wages due up to and including the previous Saturday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given each employee each and every pay day. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 8.05 Employee pay cheques/pay statements shall be available at 2:00 p.m. in the division office on payday. Employees working the second (2nd) and third (3rd) shift shall be able to pick up their pay cheques/pay statements on the day prior to payday. Employee pay cheques are to be deposited to the employee's bank account by electronic funds transfer.
- 8.06 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 8.07 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay within two (2) business days of termination of the employee.
- 8.08 The employee shall receive his Record of Work within two (2) business days of termination.

## **ARTICLE 9 - GENERAL HOLIDAYS**

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

NEW YEARS DAY  
GOOD FRIDAY  
VICTORIA DAY  
CANADA DAY  
BC DAY

LABOUR DAY  
THANKSGIVING DAY  
REMEMBRANCE DAY  
CHRISTMAS DAY  
BOXING DAY

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

9.02 Employees who have established seniority in accordance with Article 11 and who have worked the last working shift scheduled by the Employer within seven (7) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within seven (7) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday.

9.03 With respect to Residential/Recycle driver classification employees, the Employer shall have the right to schedule Residential/Recycle driver classification employees to work a full work week in any week that a General or Proclaimed Holiday(s) occurs and the applicable overtime rate shall be paid for these days of work.

Drivers who are scheduled to work under this article shall elect to receive one of the following:

(a) Another day's wages; or

(b) another day off with pay at a mutually agreeable time. The Employer shall respond to such requests within three (3) business days.

9.04 In the event of a General or Proclaimed Holiday falling on an employee's regular day off, the employee shall elect to receive one of the following:

(a) Another day's wages; or

(b) another day off with pay at a mutually agreeable time. The Employer shall respond to such requests within three (3) business days.

9.05 In the event a General and/or Proclaimed Holiday falls during an employee's annual vacation, he shall receive his first scheduled work day(s) following his annual vacation as an additional day(s) off with pay.

9.06 In the event of any of the foregoing General Holidays falling on a Saturday or Sunday, the Employer shall recognize as a General Holiday the day(s) that is recognized by the Province of British Columbia.

9.07 Where the Employer and the Union agree, as per Section 9.06, to recognize as the General Holiday a day other than the calendar date, then the Employer shall not be required to pay overtime rates for the calendar date of the General Holiday.

9.08 With respect to Spare Employees, those employees who do not work a General or Proclaimed Holiday shall receive pay in accordance with BC Employment Standards provisions, provided that they are eligible under those provisions and Article 9.02. The

hours that were scheduled to be worked on that General or Proclaimed Holiday will then be calculated towards the forty (40) hours in that week as outlined in Article 5, even if the total pay for that day is lower due to averaging as outlined in the Act.

## **ARTICLE 10 - ANNUAL VACATIONS**

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

- 10.01 Employees who have not completed one (1) years' employment on June 1st of any year, shall be paid vacation pay based on four percent (4%) of his total earnings previous to June 1st and may take one (1) week's vacation.
- 10.02 Employees who have completed one (1) year's employment on June 1st of any year shall receive and take a vacation of two (2) weeks with pay based on four percent (4%) of total earnings for the past year prior to June 1st that year and each year thereafter, EXCEPT:
- 10.03 Employees who have completed four (4) years of employment prior to June 1st of any year shall receive and take a vacation of three (3) weeks with pay based on six percent (6%) of his total earnings for the past year prior to June 1st of that year and each year thereafter, EXCEPT:
- 10.04 Employees who have completed ten (10) years of employment prior to June 1st of any year shall receive and take a vacation of four (4) weeks with pay based on eight percent (8%) of his total earnings for the past year prior to June 1st of that year and each year thereafter, EXCEPT:
- 10.05 Employees who have completed fifteen (15) years of employment on June 1st of any year shall receive and take a vacation of five (5) weeks with pay based on ten percent (10%) of his total earnings for the past year prior to June 1st of that year and each year after.
- 10.06 The Employer shall post a vacation schedule sheet on the employee's bulletin board no later than October 31st of each year and the employees shall post their desired vacation period on the schedule no later than March 31st. On or after April 1st, the Employer shall confirm vacation periods on an individual basis, by seniority, to be completed no later than May 1st.

Failure of an employee to choose a vacation period during the interim shall result in being given the choice of openings existing after May 1st.

- 10.07 The period from June 15th inclusive to September 15th shall be considered as "Prime Vacation Time" and any vacation taken during this period shall be a maximum of two (2) weeks per employee.

An employee may choose to take his vacation period in one (1) continuous period at any time other than "Prime Vacation Time" as described herein. During "Prime Vacation Time" the Employer shall allow off a minimum of one (1) driver classification employee at any one time.

Any such vacation periods, whether "Prime Vacation Time" or not, are subject to seniority.

- 10.08 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled work week.
- 10.09 All annual vacations shall be taken within the twelve (12) month period commencing June 1st and ending May 31st.
- 10.10 Any employee wishing to change his vacation schedule may do so subject to availability and mutual agreement between the parties.
- 10.11 The term "gross earnings" as used for the calculation of vacation pay, as described within this Collective Agreement, shall include all earnings in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.
- 10.12 An employee shall receive, upon written request, provided that the employee has submitted the request 2 weeks prior to the payroll date, their vacation pay or any portion thereof (\$500.00 minimum) by separate cheque or separate electronic deposit. All such payments will take place on a regularly scheduled payday.

#### **ARTICLE 11 - SENIORITY**

- 11.01 (a) All new employees shall serve a probationary period of sixty (60) worked days. A probationary employee may be dismissed at any time during this period at the Employer's discretion.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period"; however, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.
- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force.
- 11.02 Seniority lists shall be posted by the Employer on the bulletin board, quarterly, showing the seniority of each employee up to his last working day of the completed quarter. The seniority list shall also indicate the posting held by each employee. The Union shall also be supplied with a seniority list.

There will be two seniority lists at each location, one for hourly rated employees and another for Dependent Contractors. Hourly rated employees who convert to Dependent Contractors will accrue seniority on both seniority lists. Newly hired Dependent Contractors will only have seniority on the contractor's list. A contractor with seniority on both lists will be permitted to bump into an hourly rated position, but an hourly rated employee will not be permitted to bump a contractor.

- 11.03 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, 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.

- 11.04 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer, beginning with the most senior employee and proceeding in turn thereafter.
- 11.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued.
- 11.06 An employee whose lay-off exceeds one (1) calendar year shall lose his seniority and be terminated. An employee who has been terminated in this manner shall have all monies owing paid to him and he shall be supplied with a Record of Employment (if not done previously).
- 11.07 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect. This total period shall not exceed fifty-two (52) weeks.
- 11.08 Seniority shall continue when an employee is off work due to an injury received on the job.
- 11.09 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.
- 11.10 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 11.11 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work. Failure to comply will result in loss of seniority and termination.
- 11.12 Employees returning to work after an absence and/or illness of four (4) days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer a medical certificate completed by a licensed medical practitioner establishing that the employee is fit for work.
- 11.13 Employees returning to work after one (1) or more days of absence shall give notice of return to work to the dispatcher on duty before 2:00 p.m. of the working day preceding his first (1st) day back to work.

- 11.14 Where the Union and the Employer agree to an employee working for a "trial period" in a "Management" position, the following criteria shall be met, prior to the initiation date of the trial period.
- (a) The employee shall personally request a withdrawal card from the Union and personally present it to the Employer.
  - (b) The employee's seniority shall continue to accrue from the initiation date of the trial period and his vacant position shall be posted. If he returns to the bargaining unit prior to one hundred and twenty (120) calendar days he shall return by seniority.
  - (c) The trial period shall not exceed one hundred and twenty (120) calendar days.
  - (d) Should the employee return to the bargaining unit after one hundred and twenty (120) calendar days, the employee shall be considered a new employee with no seniority rights.
  - (e) The Employer and the Union shall exchange letters of acknowledgment of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at the time of commencement of the trial period.
  - (f) The Union shall be given fourteen (14) days notice in writing of the employee's return to the bargaining unit or promotion to management.

#### Leave of Absence

- 11.15 Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements. The Employer will respond within five (5) working days once a written request for leave is received.

#### Bereavement Leave

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

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



## Jury Duty

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

An employee, who is summoned to appear for an action (as described above) as juror or witness shall receive his regular wages during such period, to a maximum of three (3) days, 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 12 - GENERAL**

- 12.01 There shall be no discrimination against any employee for being an Officer, Shop Steward or Committee person of the Union.
- 12.02 Shop Stewards shall be recognized by the Employer and shall be given reasonable time to carry out their duties. The Shop Steward shall advise their immediate supervisor when requiring time to carry out his duties. The Union agrees to notify the Employer, in writing, of the name of each Shop Steward in each department.
- 12.03 The Employer shall allow time off work, without pay, to any person who is 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 Employer. There shall be no more than one (1) employee, for such conference or function, off at any one (1) time.
- 12.04 The Employer shall allow time off work with one-half ( $\frac{1}{2}$ ) pay to any employee who is serving on a Union Committee for the purpose of discussions with the Employer.
- 12.05 Union notice boards shall be provided for Shop personnel and the Driver/Swamper personnel. Such boards are to be used for notices pertaining to the Union employees only.
- 12.06 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 without interruption of the Employer's operation.
- 12.07 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the Employer inconsistent with or in variance with the terms of this Agreement.
- 12.08 The Employer shall supply uniforms and gloves to driving employees. Uniforms, which will be replaced every two (2) years, shall consist of three (3) pairs of pants, two (2) pairs of shorts, three (3) shirts, five (5) T-shirts, and a jacket. In the alternative, three (3) sets of coveralls will be provided. Driving employees will wear, launder and reasonably maintain their uniforms.
- 12.09 All shop personnel shall be supplied with coveralls and welding gloves.

- 12.10 Where any question arises as to special clothing for any unusual work condition, or wet gear and rubber footwear, the Employer shall make such clothing or gear available as the situation warrants.
- 12.11 The Employer agrees to provide each mechanic, welder and apprentice with insurance to cover employee-owned tools which remain on the Employer's property.
- 12.12 Tool Insurance: The Company will assume responsibility for the replacement of tool boxes and their contents on Company premises belonging to the employees in the event such tool boxes and/or their contents become stolen, damaged or lost by fire and/or water or if all or part of a tool box is lost by theft.

The Company will provide insurance coverage on each mechanic's tools to a maximum replacement cost of twenty thousand dollars (\$20,000.00) per occurrence subject to a two hundred dollar (\$200.00) deductible per occurrence. Each mechanic must submit to the Company a list of their tools and estimated replacement cost of each tool prior to any theft, fire or water damage. Claims will be denied for tools not included on the list.

12.13 Tool Allowance

- (a) All mechanics and second, third and fourth year apprentices shall receive a tool allowance from the Company of three hundred and seventy-five dollars (\$375.00) per year.
- (b) The mechanics shall be employed for one (1) year before being entitled to such allowance. To be eligible the mechanic shall submit a supplier or store receipt to the Company prior to October 1st of each year and the Company shall reimburse the employee upon receipt of the invoice.
- 12.14 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.
- 12.15 The Company will provide secure lockers for employees to store personal gear.

**ARTICLE 13 - FACT FINDINGS, INVESTIGATIONS, INTERVIEWS AND DISCIPLINE HEARINGS**

- 13.01 Whenever an employee is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could and/or does give rise to discipline, a shop steward will be in attendance. It is agreed that time is of the essence and that the responsibility for contacting the shop steward and ensuring the steward is present is the shared responsibility of the Company, the Union and the employee. In the event that a shop steward cannot be located, the meeting will not take place until a shop steward can be located. In no event will the Employer be required to delay the meeting beyond the close of the next business day.
- 13.02 An employee shall be given a copy of the fact finding upon request.
- 13.03 All disciplinary actions shall be subject to the grievance and arbitration procedure.
- 13.04 The employee shall immediately advise the Company in the event of breakdown and/or accident and report all details in writing.

## **ARTICLE 14 - REASONS FOR DISCHARGE, SUSPENSION**

- 14.01 Failing to report for work on time without sufficient reason.
- 14.02 Quitting before his scheduled quitting time.
- 14.03 The consuming of substances that could cause impairment during his working hours.
- 14.04 Incapability of performing his regular duties caused by condition in Article 14.03.
- 14.05 Having an unauthorized person on the job.
- 14.06 For violating Article 12.07.
- 14.07 In any instance where an employee accepts other employment without the consent of management, when on leave of absence for an reason or vacation, his employment may be terminated subject to proper proof of same by the Employer.
- 14.08 The Union and the Employer have agreed to a point system which shall be used in conjunction with the safe driving programs. The point system shall be contained within this Collective Agreement. An employee who is issued points on a regular and continuing basis may be subject to progressive discipline.
- 14.09 The Employer shall submit reasons for termination of an employee in writing to the Union at the Union's request.
- 14.10 Where an employee is suspended for disciplinary action, said suspension shall not be considered lay off.
- 14.11 The employee suspended shall continue to accumulate seniority.

## **ARTICLE 15 - JOB VACANCIES, POSTINGS & OVERTIME/GENERAL HOLIDAY POSTINGS**

### Job Vacancies

- 15.01 A job vacancy shall be a position within the Bargaining Unit that requires an employee to work on a continuing basis.
  - (a) All postings shall include the classification, the hours of the shift and the days of the week.
  - (b) When an employee is off work due to illness, vacation, and/or any other short-term absence, the vacancy created shall be filled by a spare employee but does not qualify as a continuing vacancy.
- 15.02 Where a vacancy or a new posting occurs because of changed business requirements, the Employer shall "post" a "notice" indicating the classification, the hours of the shift and the days of the week.

This "notice" shall be posted for four (4) days.

Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire four (4) day period shall be given an opportunity to apply for this posting.

- 15.03 The Employer shall give four (4) days notice to cancel a posting.
- 15.04 Seniority shall be the governing factor in filling job vacancies and call-out of spare employees, providing the factors of qualifications, skill and ability are relatively equal among those involved. Successful applicants shall be those who have the qualifications, skill and ability to perform the work to be done.
- 15.05 An employee transferring from one classification to another classification shall be given an additional probationary period of thirty (30) days. If, after training, the employee is found unacceptable by the Company for the position or wishes to return to his last position held, then the employee shall be given the opportunity to return to his last position held without loss of seniority.

#### General, Proclaimed Holidays and/or Overtime Postings

- 15.06 The Employer may schedule truck drivers for work on General or Proclaimed Holidays and, in this event, employees whose names appear on the list provided for in Article 15.07 shall be offered this work in accordance with seniority.

If the Employer decides to schedule overtime other than on a General or Proclaimed Holiday, employees whose names appear on the list provided for in Article 15.07 shall be offered this work in accordance with seniority.

For overtime that may occur at the end of a shift, the employee directly affected shall be offered the first opportunity to work the overtime. If he refuses, other drivers on that shift shall be offered the overtime in accordance with seniority.

- 15.07 Where an employee wishes to apply for overtime, he shall sign the list posted by the Employer. Should the employee wish to remove his name from the list, he shall remove his name and sign it from this list. The employee should also ensure the Employer has an up-to-date phone number where he may be contacted at.

### **ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 16.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:
- (a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
  - (b) The employee's department head, the employee and the shop steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the Divisional Manager.

- (c) The Divisional Manager, or his designate in the event that he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the Divisional Manager, it shall automatically be referred to the Section 108 Industry Troubleshooter or Arbitration Board under Article 16.02.

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

- (a) The Labour Relations Board for a binding or non-binding decision pursuant to Section 108 of the Labour Relations Code "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, an arbitrator mutually 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 5 days of the date of receipt of the request; and, for those 5 days from that date, time does not run in respect of the grievance procedure."

The above procedure shall be by mutual consent of the parties in writing, or

- (b) Board of Arbitration.

16.03 Where the parties elect to proceed to Arbitration, the 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.

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.

16.04 The Arbitration Board shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party.

The Arbitration 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.

- 16.05 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.
- 16.06 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 16.07 By mutual agreement by both the Union and the Employer, a single arbitrator may be selected to resolve the dispute in accordance with Article 16.00.
- 16.08 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

## **ARTICLE 17 - SAFETY**

- 17.01 The Employer agrees to cover all employees with the provisions of the Workers' Compensation Act.
- 17.02 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.
- 17.03 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to take out on the streets any vehicle that is not in safe operating condition until such vehicle has been approved by the Senior Mechanic, Shop Foreman and/or the Manager as being safe.
- 17.04 A Safety Committee, comprising of at least two (2) employees and one (1) representative 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.
- 17.05 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket.

## **ARTICLE 18 - HEALTH AND WELFARE**

### BC Medical

- 18.01 All employees shall be covered by Medical Services Plan (BC Medical Plan) which shall be provided by the Employer at no cost for the benefit of the employees covered by this Agreement.

Group Insurance, Life Insurance, Dental Plan and Sick Benefits

18.02 All employees shall be covered by the Canadian Waste Services Health and Welfare Plan which shall provide Group Insurance, Group Medical Plan, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Plan and Sick Benefit Plan.

Medical Benefit As defined by BC Medical Services Plan.

Dental Benefit 0 deductible

Reimbursement	Basic	100%
	Major restorative - dentures	80%
	Crowns and bridges	50%
	Orthodontic	50%
	No lifetime maximums.	

Fee schedule Current BC Guide

Sick Benefit Maximum benefit period shall be fifteen (15) weeks.  
Benefit period from 16 – 52 weeks; \$360.00/week.

- (a) Payable at 60% of employee salary to maximum of \$413.00 per week.
- (b) Only payable while under the care of a doctor.
- (c) Payable on the first day of illness if hospitalization is involved.
- (d) Payable from the first day of a non-worker's compensation accident.
- (e) Payable from the third day of illness. Payment becomes retroactive to the second day of illness with a doctor's certification.

Extended Health 0 deductible

Reimbursement	Inside BC	80%
	After \$1,000.00	100%
	Outside BC	100%
	Maximum allowable coverage	\$25,000.00

Drug reimbursement legally required prescription

Primary Paramedical Maximums

Psychologist	\$100.00/year
Chiropractor	\$200.00/year
Naturopath	\$200.00/year
Acupuncturist	\$100.00/year
Physiotherapist	\$250.00/year
Masseur	\$250.00/year
Podiatrist	\$100.00/year
Speech Therapist	\$100.00/year

Hearing Aids	\$400.00/5 years	employees/ spouses and dependent children
Orthopedic Shoes	\$200.00/year	dependent children only
	\$400.00/year	adults
Nursing Services	30 days per calendar year	
Vision Care	0 deductible 80% reimbursement maximum coverage allowed: \$250.00/person in any 24 months.	

Group Life \$30,000 coverage; terminates on retirement  
 Accidental Death and Dismemberment: \$30,000 coverage; terminates on retirement.  
 Optional Life: \$25,000/\$50,000/\$75,000/\$100,000  
 Dependent Group Life: \$10,000 coverage for spouse; terminates on retirement.

18.03 The Employer shall supply the Union with a copy of the Health and Welfare Benefits package in force at the date of signing. These benefits shall form part of this Collective Agreement and shall remain in full force and effect unless varied by mutual agreement.

18.04 The Employer will arrange for an employee-paid Long-Term Disability program. Participation will be mandatory for all employees covered under this Agreement. The rate for said program will be determined upon consultation with an appropriate provider.

**ARTICLE 19 - PENSION PLAN**

19.01 The Company shall make contributions at the rate of:

- seventy-five cents (75¢) per hour effective April 01, 2003;
- eighty-five cents (85¢) per hour effective April 01, 2004; and
- one dollar (\$1.00) per hour effective April 01, 2005

for which wages, vacation pay and general holidays are payable hereafter to each employee within the bargaining unit within this Agreement to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked.

19.02 The Employer is required to report on forms provided by the Operating Engineers' Pension Plan Office.

Contributions must be forwarded by the Employer to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.



The report shall provide information as to all hours worked by each employee.

19.03 The Pension Plan Auditor may inspect, during regular business hours, the Employer's record of time worked by the employees and contributions made to the Plan.

**ARTICLE 20 - LIFE OF AGREEMENT AND RENEWAL**

20.01 This Agreement shall become effective as of the first (1<sup>st</sup>) day of April, 2003 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of March, 2006 and each succeeding first (1<sup>st</sup>) day of April thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new collective agreement to supersede this collective agreement within the four (4) month period prior to the thirty-first (31<sup>st</sup>) day of March, 2006 or the thirty-first (31<sup>st</sup>) day of March in any year thereafter.

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

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

Strikes and Lockouts

20.04 The Union shall not sanction any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the Employer.

On expiration of this Collective Agreement there shall be no strike action as long as meaningful negotiations are continuing.

There shall be no lock-out or collective action by the Employer.

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A - WAGE RATE SCHEDULE

### VICTORIA

Position:	April 1, 2003		April 1, 2004		April 1, 2005	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		21.34		21.77		22.31
Welder		19.67		20.06		20.56
Front-Load Driver	0.531	19.94	0.541	20.34	0.555	20.85
Roll-Off Driver	25.56	19.94	26.07	20.34	26.72	20.85
Residential Driver		19.94		20.34		20.85
Recycle Driver	0.153	18.05	0.156	18.42	0.160	18.88
Hiab Driver		18.00		18.36		18.82
Portable Services Driver		16.95		17.29		17.72
Fork Truck Driver		15.50		15.81		16.21
Resi/Com Support		14.65		14.94		15.32
Utility		14.65		14.94		15.32

### NANAIMO

Position:	April 1, 2003		April 1, 2004		April 1, 2005	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		20.67		21.08		21.61
Welder		18.58		18.95		19.42
Front-Load Driver	0.520	19.04	0.531	19.42	0.544	19.91
Roll-Off Driver		19.04		19.42		19.91
Residential Driver		19.04		19.42		19.91
Recycle Single Axle Driver		15.71		16.02		16.42
Hiab Driver		17.00		17.34		17.77
Portable Services Driver		15.00		15.30		15.68
Fork Truck Driver		14.54		14.83		15.20
Utility		14.46		14.75		15.12

CAMPBELL RIVER

Position:	April 1, 2003		April 1, 2004		April 1, 2005	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		21.05		21.47		22.01
Front-Load Driver	0.510	19.48	0.520	19.87	0.533	20.37
Roll-Off Driver	24.50	19.48	24.99	19.87	25.62	20.37
Residential Driver	0.224	19.48	0.229	19.87	0.235	20.37
Portable Services Driver		14.00		14.28		14.64
Utility		13.30		13.57		13.91

These increases will also be applied to Dependent Contractors in Addendum A and Letter of Understanding #4 as required.

\* Where it can be demonstrated that the pullout truck operation duties of this classification conform to either the partial postings or job vacancies language, the employer agrees to post this classification. (Listed as fork truck driver in the wage scale)

## APPENDIX B - POINT SYSTEM

For all incidents and accidents involving vehicles or property damage, this point system shall be the disciplinary action used for driving employees subject to Article 14.08.

### ACCIDENTS OR DAMAGES GRADED HIGH

AMOUNT	POINTS
\$000.00 - \$500.00	up to 5
\$501.00 - \$5,000.00	up to 16
\$5,001.00 and over	up to 21

### ACCIDENTS OR DAMAGES GRADED LOW

AMOUNT	POINTS
\$000.00 - \$500.00	1
\$501.00 - \$2,500.00	Up to 5
\$2,501.00 and over	Up to 7

Note: Low grade accidents shall be those accidents occurring while servicing an account.

Accidents/Damages/Incidents	Points
door knobs, doors, etc.	Up to 3
insecure loads	Up to 3
breaking windshields	Up to 2 points/windshield
running on a flat tire without permission	Up to 3
Speeding	Points will be assessed 1 point for every km. over 90 km. or over posted speed limit.
overhead accidents while driving	Up to 21
backing accidents on vehicles with rear cameras	up to 21
careless driving or gross negligence	Dismissal
Accidents and damages including 1 point incidents not reported to the dispatcher on duty immediately. If no dispatcher on duty you must report your accident the next scheduled day that a dispatcher is on duty.	10 points plus above assessment
accidents or damages not reported in writing	Up to dismissal

When a driver reaches 21 points he or she will be suspended for a period not to exceed 10 working days. The starting time of the suspension to be assessed will be at the discretion of the dispatcher not to exceed longer than 30 days from the day of the incident and not more than 3 working days per week.

- 1 point will be deducted every working month if the current month is clear.
- Drivers with 5 years service and over will be deducted 2 points per month.
- Drivers have the right to appeal points assessed to them in writing to their supervisor.

When a driver reaches 36 points = dismissal.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

By their signatures below, the parties agree to the following:

It is hereby agreed that Canadian Waste Services Inc. agrees to recognize the International Union of Operating Engineers Local 115 as the sole bargaining agent for any and all employees on Vancouver Island.

It is further agreed that in the event that Canadian Waste Services Inc. opens or commences a new division not covered by the Collective Agreements at Victoria, Nanaimo or Campbell River, the two parties will commence negotiations to establish terms and conditions of a new collective agreement for the new division or divisions at any location on Vancouver Island.

This Letter of Understanding will be attached to each and every collective agreement on Vancouver Island.

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

### Re: Route Committee/Incentive Pay

The parties agree that a Route Committee shall be established in each area covered by the respective Collective Agreement for such area.

The following terms of reference shall apply to the Route Committee:

1. The Committee shall be comprised of a minimum of two (2) drivers from their respective bargaining unit, and up to two (2) representatives from Management in each location where the incentive pay system is in effect. No employee will suffer any loss of pay while serving on such committee.
2. It is intended that all routes for incentive drivers shall be 4 x 10 hours shifts or 5 x 8 hour shifts in accordance with Article 5.01.
3. Posted employees on incentive pay shall be required to complete their accepted routes. No employee on incentive shall receive less than his/her regular classification rate of pay while on an incentive route.
4. Where an employee's working time is interrupted by equipment breakdown, which interruption time exceeds one-half (1/2) hour, the employee shall be compensated at his regular rate of pay per hour for each hour or portion thereof the interruption time in addition to his/her incentive earnings for the day. An employee shall not be required to complete his route where he has experienced a break down exceeding 1.5 hours.
5. The Committee shall establish the route configuration on an "as needed basis". The Committee shall also determine any "special rates" for any pickups which as a result of location or situation, the regular rates as contained in the Collective Agreement would not be applicable, and therein resulting in a loss or benefit to the employee.
6. The Committee shall be empowered to deal with all matters relating to routes, equipment and incentive pay.
7. In the event the Committee cannot agree on any issue relating to their mandate, the Divisional or District Manager may make the final decision, subject to the right to grieve any point that deals with matters contained in this letter.

- 8. Any matter may be submitted to Mediation/Arbitration under this letter. This also includes overtime, mileage, yardage, equipment, tonnage, lift rates, or any other legitimate matter involving incentive pay. The decision of the Mediator/Arbitrator will be final and binding. Prior to any complaint proceeding to Mediation/Arbitration the parties agree to discuss the matter in dispute between the employer and union negotiators within five (5) days from the time of the complaint.
- 9. It is agreed that all job/route postings will be bid by seniority.

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

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

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



**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Pension/Dependant Contractors

The parties agree to redistribute the one dollar and five cents (\$1.05) per yd. paid to the dependent contractors in the following manner:

- one dollar and four cents (\$1.04) per yd. payment to the contractor.
- one cent (1¢) per yd. paid to the Operating Engineers' Pension Plan.

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Partial Postings ("Postings")

The parties agree to the following, that:

1. One, two, or three-day "postings" shall be allowed.
2. These "postings" shall indicate the classifications/lines of business, hours of the shift and days of the week.
3. The employee who bids and accepts this "posting" shall be guaranteed a minimum of eight (8) hours at the classified rate of pay.
4. These "postings" shall be awarded in accordance with Article 15.
5. Employees may sign more than one of these "postings" in order to accumulate forty (40) straight time hours.
6. Employees who are awarded these "postings" shall be paid the classified rate of pay for the position.
7. Where the classification/line of business reaches forty (40) hours in a week, and qualifies as a continuing vacancy, the Employer agrees to post the job vacancy in accordance with the Collective Agreement.
8. Where there is a reduction and/or creation of a job vacancy, the affected employee who holds the "posting" shall receive (4) four days notice of cancellation of the "posting" and shall have the right to bump a less senior partially posted employee in order to make up a full work week, subject to qualifications, skills and ability. It is agreed by the parties that these partial postings may not be split up in order for the senior employee to make up his full work week, and it is agreed by the parties that there shall not be any adjustment to customer service days in order to allow a senior employee to make up his full work week.

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

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

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

**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN:

CANADIAN WASTE SERVICES INC. (VICTORIA/NANAIMO/CAMPBELL RIVER)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Vancouver Island Collective Agreement Date: March 2003

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

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

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

CANADIAN WASTE SERVICES INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_