

This Agreement made and entered into this first day of July, 2002.

BY AND BETWEEN:

**METRO MATERIALS RECOVERY INC.
12345 - 104TH AVENUE
SURREY, B.C.
V3V 3H2**

(Hereinafter referred to as the "**Employer**")

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION
LOCAL 1611
3542 KINGSWAY
VANCOUVER, B. C.
V5R 5X7**

(Hereinafter referred to as the "**Union**")

CLAUSE 1: OBJECT AND DURATION

1.01 The object of this Agreement is to promote peace and harmony between the employees and the Employer; to facilitate the peaceful adjustment of all grievances; to prevent strikes and lock-outs, expenses, avoidable and unnecessary delays in production; and to ensure to the fullest extent possible, the safety and physical welfare of the employees.

CLAUSE 1: **OBJECT AND DURATION** (Cont'd)

1.02 The Agreement shall be in full force and effect from and including July 1, 2002 to and including June 30, 2005 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding June 30, 2005 or immediately preceding the last day of June in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement. The operation of Section 50, sub-sections (2) and (3) of the Labour Relations Code is hereby excluded.

CLAUSE 2: **INTERPRETATION**

2.01 Whenever the male pronoun is used in this Agreement, it shall be deemed to include the female pronoun and vice versa and whenever the singular is used it shall be deemed to include the plural and vice versa.

CLAUSE 3: **RECOGNITION**

3.01 The Employer recognizes the Union as the sole and exclusive bargaining authority for all employees covered by the Agreement or Orders of Certification issued by the Labour Relations Board of British Columbia.

3.02 The management and the operation of and direction and promotion of the work force are vested exclusively with the Employer, provided that this right shall not be used for purposes of discrimination against employees.

CLAUSE 4: **UNION SHOP**

4.01 All employees covered by this Agreement must become and remain members of the Union as a condition of employment.

4.02 The Employer, upon receipt of written notice from the Union, shall terminate forthwith any employee who does not fulfil the obligations outlined above.

4.03 Each new employee must successfully complete a probationary period of ninety (90) calendar days. It is agreed this probationary period may be extended by mutual agreement. Where an employee is off work for any reason beyond seven (7) days during the probationary period, it is agreed the probationary period shall automatically be extended by the number of probationary days missed.

Once probation is successfully completed, seniority shall be back-dated to the date of hiring.

CLAUSE 4: **UNION SHOP** (Cont=d)

4.04 Upon completion of the probationary period, employees shall gain Union membership. Union dues and Labourers= Advancement Fund shall be payable from the first (1st) day of work. Union initiation fees shall fall due immediately following the completion of the probationary period but may be deducted over the next two (2) consecutive pay periods.

4.05 Except as provided below, the Employer shall continue to have all work which is presently performed by its employees, performed by members of the bargaining unit. The work "presently performed" is described in *Appendix A* attached which forms part of this Agreement.

4.06 The Employer may contract our work presently performed by bargaining unit members after consultation where the need to contract out work arises from fire, flood, severe weather, earthquake, or other acts of God, explosion, mechanical breakdown or acts of governmental agencies.

CLAUSE 5: **UNION DUES CHECK-OFF AND**
EMPLOYER'S REPORT OF DEDUCTIONS AND
LABOURERS= ADVANCEMENT FUND

5.01 Monthly dues shall be deducted from each employee covered by this Agreement for each month they are employed and remitted to the Union not later than the tenth (10th) day of each month following the month in which deductions were made.

5.02 Remittances shall be made in accordance with the forms provided by the Union.

5.03 The Employer shall honour an employee's written assignment of wages to the Union for initiation fees, Union dues, assessments and fines.

5.04 The Employer shall provide a monthly report that shall record dues, initiations fees, assessments and fines which apply to the period covered by the report. The cut off date each month shall be the close of the Employer's payroll closest to the end of the month. The report shall record the first (1st) day worked (FDW) with the appropriate date of each individual hired during the period. It shall also record the last day worked (LDW) with the appropriate date for each individual terminated during the period. The report shall be submitted and the relevant monies paid to the Union Secretary-Treasurer by the tenth (10th) day of the month following the month to which the report applies.

CLAUSE 5: **UNION DUES CHECK-OFF AND**
EMPLOYER'S REPORT OF DEDUCTIONS AND
LABOURERS= ADVANCEMENT FUND (Cont=d)

5.05 The employee shall be responsible for paying his/her own monthly dues during any month when dues are not being deducted from wages. This includes periods of sickness, compensation, leaves of absence or any other months when wages are not earned. ***SHOULD AN EMPLOYEE BECOME TWO (2) MONTHS IN ARREARS, HE/SHE SHALL BE SUSPENDED FROM UNION MEMBERSHIP.***

5.06 In the event of a change in the Schedule of Fees, Dues and Assessments made by the Union, the Employer shall make deductions in accordance with the revised schedule after receiving one (1) month written notice from the Union by registered mail of such change.

5.07 **Labourers= Advancement Fund**

The Employer shall forward five cents (\$0.05) per hour for each and every hour of pay earned by Union employees, to the Construction and Specialized Workers= Union, Local 1611. This amount should be paid by the tenth (10th) day of the month following that to which they refer and will be forwarded to the Labourers= Advancement Fund.

CLAUSE 6: **DELINQUENT PAYMENTS AND PENALTY**

6.01 The Union shall advise the Employer of any financial delinquency in respect to dues check-off and Labourers= Advancement Fund. Should the Employer fail to respond within ten (10) working days of the date of the notification by either payment of the delinquent amount or written reasons or requests for delay, acceptable to the Union, there shall be an interest charge of two (2%) percent per month assessed on the outstanding balance.

CLAUSE 7: **SAVINGS CLAUSE**

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

CLAUSE 8: **CORPORATE OBLIGATIONS**

8.01 The Employer agrees not to enter into any Agreement or contract with the employees covered by this Agreement, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement or any statute of the Province of British Columbia or of Canada. Any such agreement shall be null and void.

CLAUSE 9: **STRIKES, LOCKOUTS AND OTHER
WORK STOPPAGES**

9.01 The parties mutually agree that there shall be no strikes, work stoppages, job action or lockouts under this Agreement, excepting as provided under the Labour Relations Code of British Columbia.

9.02 All disputes and grievances shall be settled as quickly as possible under the Grievance Procedure outlined herein.

9.03 No employee shall be subject to disciplinary action for refusing to cross a picket line that has not been declared invalid by a court or tribunal.

CLAUSE 10: **HOURS OF WORK AND OVERTIME**

10.01 **Definition of Full-Time and Part-Time Employees**

(a) A full-time employee is an employee who holds a full-time position. Where feasible, the number of full-time employees will be maximized by combining part-time work shifts. Full-time employees will be given preference over part-time employees for available straight time work.

(b) A part time employee is an employee who does not hold a full time position. No part time employees shall be given work unless all available full time employees have had the opportunity to work.

10.02 **Work Day**

The workday for all full time employees shall consist of eight (8) consecutive hours exclusive of a meal period; unless a compressed work week is in effect.

The workday for a part-time employee may range from four (4) to eight (8) hours; unless a compressed work week is in effect. Where a part-time employee works a shift of five (5) or more hours, it shall be exclusive of a meal period.

CLAUSE 10: **HOURS OF WORK AND OVERTIME** (Cont=d)

10.03 **Work Week**

The work week for a full time employee shall consist of forty (40) hours. All full time employees shall be given two (2) consecutive days off.

10.04 **Start Times**

The Employer shall establish a daily starting time for each full time employee each week and it shall remain the same for the remainder of the week unless:

- (i) twenty four (24) hours= notice has been given prior to the change in starting time; or
- (ii) the change in starting time shall entitle the employee an overtime wage; or
- (iii) there is an emergency, which is defined as an unforeseen combination of circumstances that calls for immediate action. e.g. equipment breakdown, or temporary interruption of power or other services.

10.05 An employee must have a break of, at least, eight (8) hours clear from the end of one (1) shift to the start of his next shift. The Company will provide an employee with a ten (10) hour break if he has worked three (3) days with only an eight (8) hour break between shifts. No employee shall work more then sixteen (16) hours in one (1) twenty-four (24) hour period from the commencement of his shift.

10.06 If a full time employee=s starting time is changed without twenty-four (24) hours= notice or without having eight (8) hours between shifts, he shall be paid overtime for the hours of the first (1st) shift worked as result of the change.

10.07 **Overtime Pay**

(a) Time and One-Half:

Shall be paid for hours worked beyond eight (8) in a day or forty (40) in a week (excluding from the calculation any hours worked in excess of eight (8) in a day) and for the first eight (8) hours worked on a Statutory Holiday as defined in this Agreement.

CLAUSE 10: **HOURS OF WORK AND OVERTIME** (Cont=d)

(b) Double Time:

Shall be paid for hours worked in excess of eleven (11) in a day and forty eight (48) in a week (excluding from the calculation any hours worked in excess of eight (8) in a day) and for all hours in excess of eight (8) worked on a Statutory Holiday as defined in this Agreement.

(c) Where a work week contains a statutory holiday to which an employee is entitled the reference to hours in a week in sub-clause 10.07 (a) and (b) shall be reduced by eight (8) hours for each statutory holiday in the week, and in calculating the overtime hours worked by him/her in that week, no account shall be taken of hours worked by him/her on the statutory holiday.

(d) The minimum increment for overtime and all other pay purposes shall be fifteen (15) minutes.

(e) Banking of Overtime

Employees shall be allowed to bank overtime hours as prescribed above. Employees who want some or all of their banked overtime to be paid out will receive it on their regular pay cheque by requesting it no later than the Friday before pay day.

10.08 **Failure to Provide Work**

(a) An employee who is scheduled to and reports for work for whom there is no work shall receive two (2) hours= pay.

(b) An employee who commences work shall receive wages for the entire period with a minimum of four (4) hours pay unless his work is suspended because of inclement weather in which case he shall receive pay for the entire period with a minimum of two (2) hours pay.

10.09 **COMPRESSED WORK WEEK**

TEN (10) HOUR SHIFTS

It is agreed between the parties that if work schedules of ten (10) hours are implemented by the employer the following conditions shall apply.

1. DAYS OFF

All employees working on ten (10) hour shifts shall have three (3) consecutive days off.

CLAUSE 10:

HOURS OF WORK AND OVERTIME (Cont=d)

2. OVERTIME PAY

All overtime shall be paid at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime.

The Employer shall, in addition to all other amounts due to the employee, pay an employee who works more than ten (10) hours per shift or forty (40) hours in a week as follows:

- (i) Except as provided in (ii) one and one-half (1-2) times his/her regular hourly pay for all hours worked in excess of ten (10) hours in a shift or forty (40) hours in a week.
- (ii) Double (2X) his/her regular hourly pay for all hours worked in excess of eleven (11) hours in a shift or forty-eight (48) hours in a week.

3. STATUTORY HOLIDAY PAY

(a) Following the first thirty (30) days of employment, a full-time employee shall be entitled to ten (10) hours straight time pay as statutory holiday pay and a part-time employee shall be entitled to the average daily hours he/she worked in the thirty (30) day period immediately preceding the holiday as statutory holiday pay, provided the employee has worked or earned wages in at least twelve (12) of the thirty (30) days immediately preceding the holiday.

An employee who has worked or earned wages for less than twelve (12) of the last thirty (30) days before a statutory holiday will be paid an amount equal to the employee=s total wages, excluding overtime wages, for the thirty (30) day period divided by twelve (12).

(b) In addition to 3(a), employees working on a statutory holiday shall be paid as follows:

- (i) One and one-half (1 1/2) times their regular hourly rate for the first eleven (11) hours worked, or portion thereof (minimum of four (4) hours)
- (ii) Two (2) times their regular hourly rate for all hours in excess of eleven (11).

CLAUSE 10: **HOURS OF WORK AND OVERTIME** (Cont=d)

PART III

10.10 **TWELVE (12) HOUR SHIFTS**

1. It is agreed between the parties if work schedules of twelve (12) hours per day are implemented by the employer they will be scheduled on a four (4) day on, four (4) day off basis.

(a) All overtime shall be paid at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime.

The Employer shall, in addition to all other amounts due to the employee, pay an employee who works more than twelve (12) hours per shift or forty-eight (48) hours in a week as follows:

(i) Double (2x) his/her regular hourly pay for all hours worked in excess of twelve (12) hours in a shift or forty-eight (48) hours in a week.

(b) A full-time employee required to work on his/her days off shall be paid as follows:

(i) One and one half (1 1/2) times their regular pay for the first day.

(ii) Two (2) times their regular hourly rate for all subsequent days.

2. STATUTORY HOLIDAY PAY

(a) Following the first thirty (30) days of employment, a full-time employee shall be entitled to twelve (12) hours straight time pay as statutory holiday pay and a part-time employee shall be entitled to the average daily hours he/she worked in the thirty (30) day period immediately preceding the holiday as statutory holiday pay, provided the employee has worked or earned wages in at least ten (10) of the thirty (30) days immediately preceding the holiday.

(b) An employee who has worked or earned wages for less than ten (10) of the last thirty (30) days before a statutory holiday will be paid an amount equal to the employee=s total wages, excluding overtime wages, for the thirty (30) day period divided by ten (10).

CLAUSE 10: **HOURS OF WORK AND OVERTIME** (Cont=d)

(c) In addition to the provisions of (a), employees working on a statutory holiday shall be paid as follows:

- (i) One and one-half (1 1/2) times their regular hourly pay for the first twelve (12) hours worked, or portion thereof (minimum of four (4) hours).
- (ii) Two (2) times their regular hourly pay for all hours in excess of twelve (12).

10.11 **Overtime Allocation**

When overtime is required to be performed, it shall be offered in the following order:

- (i) the qualified employees on shift in the classification in seniority order;
- (ii) the other qualified employees on shift in seniority order;
- (iii) should no senior employee accept the overtime then most junior qualified employee may be required to work overtime;
- (iv) except for those instances where all senior employees have refused overtime, the Employer agrees that overtime shall be voluntary. The Union agrees that its members shall not unreasonably refuse to work overtime when requested to do so. No employee shall or can work overtime without the consent of the Employer.

10.12 **Meal Allowance**

When an employee is required to work overtime in excess of three (3) hours on any shift, without notification prior to the shift, the employer shall provide a meal at no cost to the employee or pay him/her in lieu as follows:

Effective date of ratification	\$13.00
Effective July 1, 2004	\$14.00

CLAUSE 11: **WORKING CONDITIONS**

11.01 Each Employee scheduled to work a shift of five (5) or more hours shall receive a one-half (1/2) hour unpaid lunch break at approximately the mid-point of the shift.

11.02 Each employee shall receive a paid coffee break of fifteen (15) minutes in each half of the shift. The time of the first break shall be approximately mid-way through the first (1st) half of the shift and the second (2nd) break shall be approximately mid-way through the second half of the shift.

11.03 Lunch and coffee breaks may be rescheduled to facilitate production.

11.04 The Employer agrees to:

(a) provide and maintain adequate clean, sanitary washroom and toilet facilities with hot and cold running water as well as appropriate showers.

(b) provide a heated lunch room with suitable mechanical ventilation, a fridge, microwave oven, tables and chairs; a coffee pot, coffee and filters as well as sugar and creamer, dish detergent and a telephone (restricted to local calls) provided it is not abused.

(c) one (1) locker per person.

11.05 Employees may use the parking spaces around the plant on a first (1st) come basis as long as these are available and surplus to the needs of the Employer.

11.06 **Working Through Lunch**

 Where an employee who is entitled to a meal break, is required to work through the meal break the Employer may reschedule it provided it is rescheduled to a period that is within five (5) hours of the commencement of the shift. If this is not done the employee shall be paid one-half (1/2) hour at overtime and shall be given a period of one-half (1/2) hour to consume his lunch at some time other than his regular break.

CLAUSE 12:

STATUTORY HOLIDAY PAY

12.01 The following and all additional days as may be declared by the Federal and/or Provincial Government shall be recognized as statutory holidays.

New Year's Day
Good Friday
Labour Day
Victoria Day

Canada Day
B.C. Day
Christmas Day

Thanksgiving Day
Remembrance Day
Boxing Day

12.02 All eligible employees who have completed, at least, thirty (30) days of employment with the Employer and who are off work due to the designated statutory holidays will receive their regular pay for that day.

(a) An employee required to work on a designated statutory holiday will be paid overtime in accordance with sub-clause 10.07 in addition to their regular pay for that day.

(b) The employee must have worked or earned wages for at least fifteen (15) of the thirty (30) days prior to the statutory holiday.

(c) An employee who does not have a regular schedule of hours and who has worked or earned wages for at least fifteen (15) of the last thirty (30) days before a statutory holiday, will be paid an amount equal to the employee's total wages, excluding overtime wages, for the thirty (30) day period divided by the number of days worked.

(d) An employee who has worked or earned wages for less than fifteen (15) of the last thirty (30) days before a statutory holiday will be paid an amount equal to the employee's total wages, excluding overtime wages, for the thirty (30) day period divided by fifteen (15).

12.03 In the event a statutory holiday falls on an employee's regular day off, then the employee shall receive another day off, with pay. This day shall be scheduled with the mutual agreement of the Company and the employee.

12.04 When a statutory holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off, with pay, in conjunction with his vacation.

CLAUSE 12: **STATUTORY HOLIDAY PAY** (Cont'd)

12.05 **Observing Holidays**

(a) When a statutory holiday falls on either a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday. The Employer shall determine on which day the holiday shall be observed based upon the needs of its Municipal Clients. The Employer shall notify the Shop Stewards and employees at least ten (10) working days prior to the Holiday as to which day shall be observed.

(b) When Christmas and Boxing Day fall on the same weekend either or both may be observed before or after the actual holidays depending on the Municipal Client needs and notification shall be provided as in 12.05.(a).

CLAUSE 13: **ANNUAL VACATIONS**

13.01 Starting in the year of the employee's first (1st) anniversary of continuous employment and up to the year of the employee's fourth (4th) anniversary of continuous employment, employees shall receive two (2) weeks vacation at four percent (4%) of their gross earnings from the previous year.

13.02 Starting in the year of the employee's fourth (4th) anniversary of continuous employment and up to the year of the employee's eighth (8th) anniversary of continuous employment, employees shall receive three (3) weeks vacation at six percent (6%) of their gross earnings.

13.03 Starting in the year of the employee's eighth (8th) anniversary of continuous employment and up to the year of the employee's fifteenth (15th) anniversary of continuous employment, employees shall receive four (4) weeks vacation at eight percent (8%) of their gross earnings.

13.04 Starting in the year of the employee's fifteenth (15th) anniversary of continuous employment, employees shall receive five (5) weeks vacation at ten percent (10%) of their gross earnings.

13.05 A new employee will receive one (1) day of vacation for each month of continuous service, to a maximum of ten (10) days. Vacation pay will be four percent (4%) of their gross earnings.

13.06 **Vacation Scheduling**

(a) By February 15 each year the Employer shall publish a list showing all employees' entitlement to vacation for the year. Employees shall have until March 15 to submit their request for vacation. After March 15, the Employer shall consider the requests in seniority order and post the approved schedule of vacations by April 1.

(b) Any request for vacation submitted after this schedule has been posted shall be considered in the order it is received.

CLAUSE 17:

HEALTH AND WELFARE

17.01

Basic Medical Coverage

(a) All new employees must be employed for three (3) consecutive months with the Company and have worked at least an average of twenty-five (25) hours per week during these three (3) months to be eligible to be covered by M.S.P. Coverage will be effective the first (1st) of the following month and the Company shall pay the full premium.

(b) An employee's coverage shall cease at the end of the month following a month in which his regular employment becomes less than an average of twenty-five (25) hours per week due to lay-off or leave of absence.

(c) An employee whose coverage has ceased as provided in 17.01 (b) above will again be eligible for coverage effective the first (1st) of the month following the month the employee returns to work and his regular employment is at least an average of twenty-five (25) hours per week.

17.02

Welfare Plan

(a) All new employees must be employed for three (3) consecutive months with the Company and have worked at least an average of twenty-five (25) hours per week during these three (3) months to be eligible to be covered by the welfare plan. Coverage will be effective the first (1st) of the following month. Enrolment in the Welfare Plan is mandatory.

(b) The employer and employee shall each pay one-half (1/2) the premium costs of the coverages provided in the welfare plan. The employees total share of the premiums shall be applied against the full premiums for weekly indemnity, the life insurance and lastly LTD so as to eliminate the income tax aspect of the premium or benefit.

(c) An employee's coverage shall cease at the end of the month following a month in which his regular employment becomes less than an average of twenty-five (25) hours per week due to lay-off or leave of absence.

(d) An employee whose coverage has ceased as provided in sub-clause 17.02 (c), will again be eligible for benefits effective the first (1st) of the month following the month the employee returns to work and his regular employment is at least an average of twenty-five (25) hours per week.

(e) The following description of the welfare plan benefits is a brief summary. The complete description is contained in the Benefit booklet that shall be given to each employee.

CLAUSE 17: **HEALTH AND WELFARE** (Cont'd)

(f) **Group Life Insurance and Accidental Death and Dismemberment Insurance**

The benefit for each insurance is one and one-quarter (1 1/4X) annual salary.

(g) **Weekly Indemnity**

The benefit shall be sixty-six point seven percent (66.7%) of weekly earnings and commences immediately in the case of accident and the eighth (8th) day in the case of sickness and the maximum period of benefits is seventeen (17) weeks.

(h) **Long Term Disability**

The benefit shall be sixty-six point seven percent (66.7%) of weekly earnings and shall be payable to an employee who is totally disabled from any occupation and who has been disabled for one hundred and twenty (120) days. If the employee remains totally disabled, benefits shall continue until age sixty-five (65).

(i) **Extended Health Plan**

The benefits cover drugs, hospital care, medical services and supplies, professional services and vision care.

(j) **Dental Care**

The plan provides for eighty percent (80%) reimbursement for basic services and fifty percent (50%) for dentures and major restorative services to a maximum of fifteen hundred dollars (\$1,500) per claimant per year.

CLAUSE 18: **SENIORITY, LAY-OFFS AND RECALL**

18.01 **General Principles**

In all promotions, lay-offs and recalls from lay-off, seniority shall prevail provided the employee is otherwise qualified to perform the work. The parties agree that the Operator position requires a higher level of ability to give, receive and understand written and oral communications than the Sorter position.

Formal certification, previous experience with the Employer, and communications skills shall be factors in determining which employee is most qualified.

CLAUSE 18: **SENIORITY, LAY-OFFS AND RECALL** (Cont=d)

18.02 **Vacancies**

(a) A full-time vacancy in the Lower Mainland shall be posted for not less than seven (7) calendar days on the Employee bulletin board(s). The determination of the successful applicant shall be based on Company seniority and qualifications as noted in sub-clause 18.01 above.

(b) A full-time vacancy on Vancouver Island shall be posted for not less than seven (7) calendar days on the Employee bulletin board(s). The determination of the successful applicant shall be based on company seniority and qualifications as noted in sub-clause 18.01 above.

(c) An employee who is absent during the time a vacancy is posted shall automatically be considered a candidate if he/she returns to work within seven (7) calendar days of the end of the posting period.

(d) The Employer shall post the name of the successful applicant for all postings no later than fourteen (14) days after the seven (7) day posting period ends. If requested, the Employer shall explain to an unsuccessful applicant who has equal or greater seniority than the successful applicant, why he/she was unsuccessful.

(e) A vacancy posting shall include, at a minimum, the following information:

- the number of jobs available;
- the shift of each job available;
- the classification and rate of pay;
- The expected start date.

18.03 **Layoff Procedures**

(a) Lay-offs shall be in reverse order of seniority within each job category. For example an Operator may:

- (i) bump the most junior full-time Operator in the lower mainland; or
- (ii) displace, the most junior full-time Sorter; or
- (iii) request part-time work; or
- (iv) accept a lay off with right of recall.

CLAUSE 18:

SENIORITY, LAY-OFFS AND RECALL (Cont=d)

An employee who accepts a lay-off under sub-section 18.03 (a) (iv) may request that rather than go on the recall list that he/she be terminated and paid a severance allowance of one (1) week=s pay per year of service to a maximum of eight (8) weeks. If an employee elects to be placed on the recall list the employee may elect at any time while on the recall list to terminate and receive the severance allowance to which they are entitled.

An employee laid off from Vancouver Island may not displace a more junior employee in the lower mainland and vice versa.

(b) A full-time employee displaced from any Plant who is not able to bump a full-time employee as provided in 18.03 (a), shall be laid off and be entitled to be called for work in order of company seniority. He/she shall retain the right to be awarded his/her full-time position if there is a vacancy any time within a period equivalent to the employee=s recall rights. A full-time employee who is laid off shall have preference for full-time work when it becomes available over part-time employees.

(c) In the case of the lay off of a full-time employee, the Employer shall give notice to the Shop Steward at the same time as notice is given to the employee(s) being laid off. Such notice shall be in accordance with the Employment Standards Act.

18.04

Recall Procedures

(a) Non-probationary full-time employees who are laid off will have recall rights as follows:

- (i)** those with less than six (6) months service;
- recall rights for three (3) months;
- (ii)** those with more than six (6) months but less than one (1) years= service;
- recall rights for six (6) months;
- (iii)** those with more than one (1) years= service;
- recall rights for nine (9) months, plus one (1) month extra for each completed year of service to a maximum of twelve (12) months.

(b) A laid off employee must advise the Employer in advance of any reasonable grounds that will prevent him/her from being available for work for a certain period of time. In such circumstances the employee need not be available and the Employer will not attempt to call the employee during that stated period. The employee will then be eligible for any call that arises after the stated period has ended. Other wise, if an employee fails to respond to a recall, seniority rights will be lost and the employee will be terminated.

CLAUSE 18: **SENIORITY, LAY-OFFS AND RECALL** (Cont=d)

(d) It shall be the employee=s responsibility to keep the Employer informed of his/her telephone number and address.

18.05 A seniority list shall be published every three (3) months and copy forwarded to the Union.

CLAUSE 19: **TRAINING**

19.01 Any employee promoted, reclassified or given a training opportunity shall be allowed a reasonable period of training and if found unsatisfactory shall be assigned back to his former position and rate of pay.

19.02 Except for classifications which require certificates, diplomas or licenses which cannot practicably be obtained through on the job training, all classifications shall be filled through the posting procedures specified in Clause 18.

19.03 Employees who are awarded a posting will be given a trial period during which time either the employee or the Employer can decide the employee should return to his/her previous position.

19.04 When the Employer approves an employee taking First Aid Training, the Employer shall, upon successful completion of the First Aid Course, pay the employee's tuition and any wages necessarily lost.

CLAUSE 20: **SHOP STEWARDS AND BUSINESS REPRESENTATIVES**

20.01 Shop Stewards and Business Representatives shall be recognized and they shall not be discriminated against. Where the Shop Steward is asked by the Employer to attend a meeting during working hours there shall be no loss in pay. Business Representatives shall have access during the luncheon period in the carrying out of their regular duties provided they notify the Employer of their presence in the Plant. At all other times they shall first obtain permission from the Employer or the Superintendent and such permission shall not be unreasonably withheld so long as work and progress shall not be interfered with.

20.02 The Union shall notify the Employer or Plant Manager as to the name of the Shop Steward(s) and any changes thereof.

CLAUSE 21: **BULLETIN BOARD**

21.01 The Employer shall provide a bulletin board in the lunch room for the purposes of posting Union notices.

CLAUSE 22: **WORKERS' COMPENSATION BOARD AND SAFETY**

22.01 Parties to this Agreement shall, at all times, comply with the accident prevention regulations of the Workers' Compensation Act.

22.02 All employees shall abide by known Workers= Compensation Board Regulations and posted Employer safety regulations. No employee shall be disciplined for refusing to work if he/she has reasonable cause to believe it would be unsafe; and has reported the unsafe condition to his/her supervisor and otherwise complies with the requirements of WCB Regulations.

22.03 A Union representative shall accompany the Compensation Board on all workplace inspections.

22.04 All employees working alone must be provided with a means whereby their safety and whereabouts can be verified, at least, once each hour.

22.05 An employee who has an accident at work and who is unable to complete the remainder of the shift will nevertheless receive full pay for that shift.

CLAUSE 23: **UNIFORMS AND EQUIPMENT**

23.01 With the exception of safety footwear, where Workers' Compensation Board specifications require the use of safety equipment, including but not limited to respirators, safety goggles, ear protectors, or light reflective clothing, the Employer shall provide such equipment.

23.02 **Safety Footwear Allowance**

(a) The employer shall provide an annual allowance toward the purchase of approved safety footwear. Employees with less than one (1) year's service, shall receive an allowance equal to one twelfth (1/12) of the allowance for each completed full month of service prior to December 31. For example, an employee who started on May 15, would receive seven twelfths (7/12) of the allowance in the next year; but would receive the full allowance in each subsequent year.

Effective January 1, 2003 the annual allowance will be up to \$110.00.

Effective January 1, 2004 the annual allowance will be up to \$115.00.

Effective January 1, 2005 the annual allowance will be up to \$120.00.

CLAUSE 23: **UNIFORMS AND EQUIPMENT** (Cont'd)

(b) The Company will set up an account with a retailer of choice where employees may purchase safety footwear. Employees can spend their allowance over the course of the calendar year. Employees can carryover the unused portion of the previous year's allowance into the next year only (not cumulative). Employees must wear the purchased safety footwear while on the job.

23.03 The Employer shall supply gloves at no cost to the employees. Employer supplied gloves requiring replacement, due to wear, must be returned before replacement gloves are provided.

23.04 The Employer shall supply coveralls to the Employer's specification to be worn by all employees on the following basis:

- (i) coveralls shall be personally allocated;
- (ii) one (1) exchange of coveralls per week.

CLAUSE 24: **DISCRIMINATION**

24.01 Subject to the provisions of this Agreement, neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate on account of membership in the Union or in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex, sexual preference or marital status, in accordance with the Human Rights Code of British Columbia or its regulations and any other applicable government legislation.

CLAUSE 25: **HARASSMENT**

25.01 The Union and the Employer recognize the right of the employee to work in an environment free from harassment.

25.02 Harassment means but is not limited to:

(a) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when submission to such conduct constitutes either an explicit or implicit term of employment.

(b) Circumstances or conduct constituting the basis for employment decisions affecting the individual.

(c) Conduct which unreasonably interferes with an individual's job performance or creates an intimidating or offensive working environment.

CLAUSE 25: **HARASSMENT** (Cont=d)

25.03 **Procedures**

Nothing in the procedure shall be deemed limiting the rights of the employee(s) involved.

(a) An employee who alleges a harassment concern may submit a complaint, in writing, within thirty (30) days of the latest occurrence, either through the Union or directly to the Employer. The Employer will notify the Union of any complaint.

(b) The Employer's representative and Union representative will investigate the complaint and attempt to resolve the issue.

(c) If the complaint cannot be resolved, it will be referred to arbitration.

(d) In lieu of (a), (b), or (c) above, the employee may move to the grievance procedure. Complaints of this nature will be treated in strict confidence by both the Union and the Employer.

25.04 Where the complaint of the complainant is determined to be of a vindictive or spiteful nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to the grievance procedure.

25.05 An alleged offender shall:

(a) Be given notice of the substance of a complaint/grievance under this clause.

(b) Be given notice of and be entitled to attend, participate in and be represented at any arbitration hearing which is held as a result of a grievance under this clause.

25.06 Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary, without loss of regular earnings.

25.07 If it is deemed necessary to separate employees as a result of a finding of harassment, it shall be the harasser who is separated. The employee who is being harassed may only be separated with his/her consent.

25.08 The findings and decision of the arbitrator shall be binding and enforceable on all parties.

CLAUSE 26:

TERMINATION AND DISCIPLINE

26.01 If an employee quits, the Employer shall, within six (6) days after the date of termination of employment, pay all wages, holiday pay and other monies owing the employee and provide an E.I. Record of Employment.

26.02 When an employee is terminated, the Employer shall pay all wages, holiday pay, and other monies owing to the employee and provide an E.I. Record of Employment within two (2) working days.

26.03 **Discipline**

(a) The Employer recognizes the value of progressive discipline with the aim of being corrective in application. Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.

(b) Except as it relates to employment of a probationary employee, no employee shall be disciplined, terminated, suspended or demoted without just cause.

(c) An employee shall be advised of his/her right to Union representation where a meeting with the Employer is or may be related to discipline.

(d) A copy of all disciplinary notices will be sent to the Union and it will be contacted within two (2) days if an employee is discharged.

(e) Written warnings shall be removed from an employee's file eighteen (18) months after the incident giving rise to the written warning.

CLAUSE 27:

GRIEVANCE RESOLUTION

27.01 It is the desire of all persons affected by this Agreement to provide for speedy effective resolution of differences arising under it.

27.02

Definitions

Persons: Means Employer, Union and members of the bargaining unit.

Definitions

Grievances: Any difference as to the interpretation, application, operation or any alleged violation of this Agreement including the imposition of discipline.

Days: Means working days.

CLAUSE 27:

GRIEVANCE RESOLUTION (Cont=d)

27.03

General

(a) Resolution of all grievances except grievances over termination, dismissal, or suspension shall be sought at Step 1 of the Grievance Procedure.

(b) Resolution of grievances over termination, dismissal or suspension shall be sought at Step 2 of the Grievance Procedure.

(c) Time limits stipulated in the Grievance Procedure will be adhered to unless mutually agreed to be extended. Agreement to such extension shall not be unreasonably withheld. Time shall begin to run from the occurrence of the events giving rise to the grievance or the time the griever became aware of the occurrence.

(d) Employees shall not suffer loss of pay by reason of attending a Step 1 or 2 meeting.

27.04

Grievance Procedure

(a) **Step 1:** As soon as possible after the occurrence or knowledge of the events giving rise to the grievance but, at least, within ten (10) days of them the griever shall discuss the matter with the immediate available supervisor or member of management with a view to settlement of it. He or she may elect to be accompanied by a shop steward or Union Representative.

(b) **Step 2:** If the grievance is not resolved at Step 1 within ten (10) days of the discussion of it or in the case of a grievance over termination, dismissal or a suspension the matter shall be referred to a Union Representative and a member of management. They shall, within ten (10) days, arrange to meet to seek resolution of the grievance.

(c) **Step 3:** If the grievance is not resolved at the meeting referred to in Step 2 within ten (10) days, the difference shall be reduced to writing and referred to arbitration by a single Arbitrator agreed to by the parties unless the parties or either of them desires a three (3) person Board of Arbitration which may be constituted by the nomination of a member by a party. The other party shall, within ten (10) days, nominate a member and the nominees shall agree on a Chairman, within ten (10) days. In the event of their being unable to do so the Minister of Labour shall immediately be asked to name a Chairman.

CLAUSE 27: **GRIEVANCE RESOLUTION** (Cont=d)

27.05 It is agreed that should the Employer subpoena any member of the bargaining unit to testify at an arbitration hearing, the employee will not suffer a loss of wages.

CLAUSE 28: **ARBITRATION**

28.01 Upon appointment the Board of Arbitration shall, as soon as it may be agreed, hear the parties and make its award within fifteen (15) days of completion of the hearing.

28.02 **Costs of Arbitration**

(a) In the case of a single arbitrator the parties shall pay one-half (1/2) the fees and expenses of the Arbitrator. In the case of a three (3) person arbitration, each of the parties shall pay the fees and expenses of their nominee to the Board and one-half (1/2) of the fees and expenses of the Chairman.

(b) If the parties choose to proceed to arbitration under a single arbitrator but are unable to reach agreement as to who will arbitrate, the Minister of Labour shall immediately be asked to name a single arbitrator.

(c) In the case of disputes arising under Clause 5 Union Dues Check off and Employer=s Report of Deductions, and Labourers= Advancement Fund and Clause 6 Delinquent Payments and Penalty going to arbitration, the dispute shall be dealt with by a single arbitrator provided for in Clause 27, Grievance Resolution, sub-clause 27.04, (c) Step 3 and the total costs shall be borne by the unsuccessful party.

CLAUSE 29: **EXPEDITED ARBITRATION PROCEDURE**

29.01 **Labour Relations Code, Section 104**

Either party, for the purposes of arbitrating unsettled grievances, may utilize the provisions of Section 104 of the Labour Relations Code of British Columbia, this procedure shall be in lieu of Clause 27, Grievance Resolution, sub-clause 27.04 (c) Step 3.

CLAUSE 30: **PAYMENT OF WAGES**

30.01 The Employer shall, at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned to a day not more than six (6) days prior to the date of payment, providing that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day.

CLAUSE 30: **PAYMENT OF WAGES** (Cont'd)

30.02 The Employer shall provide a separate detachable itemized statement with each payment of wages. Such itemized statements shall show the number of hours worked at straight time rates and overtime rates, the wage rate and total deductions and the last date to which the payment applies, plus any other breakdown required.

30.03 In the event of a payroll error occurring which was caused by the Employer that is in excess of five (5) hours straight time pay, the Employer shall pay the shortfall within three (3) office days following the day on which it receives a written payroll complaint. The written complaint must document the hours worked by day for the payroll cycle upon which the complaint is based and indicate whether the employee wishes the shortfall to be paid within the three (3) day period or on the next regular payroll.

Where the employee elects to be paid within three (3) days, the employee shall receive an additional sum of four (4) hours straight time pay for each office day beyond the three (3) day period the employee has not been paid.

CLAUSE 31: **REGULATIONS**

31.01 The Employer may, from time to time, make rules and regulations concerning employment to be complied with by the employees, which are not inconsistent with the terms of this collective Agreement. The Employer shall forward copies of all new Company Rules and/or Regulations to the Union. The Union shall acknowledge receipt of these Rules and/or Regulations in a timely fashion. These rules and regulations may be subject to a grievance.

CLAUSE 32: **JOINT CONSULTATION COMMITTEE**

32.01 The parties shall meet, at least, once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

32.02 The purpose of the consultation committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

32.03 The associate chair of the Mediation Division shall, on the joint request of the parties, appoint a facilitator to assist in developing a more co-operative relationship between the parties.

CLAUSE 33:

TECHNOLOGICAL CHANGE

33.01 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment which will affect five (5) employees or eight (8%) percent, whichever is greater, of the average work force to whom this Agreement applies:

(a) The Employer shall give notice to the Union that is party to the Collective Agreement, at least, sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and

(b) After notice has been given, the Employer and Union shall, in good faith, endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement,
- (ii) human resource planning and employee counselling and retraining,
- (iii) notice of termination,
- (iv) severance pay,
- (v) entitlement to pension and other benefits including early retirement benefits,
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

33.02 If, after meeting in accordance with Clause 33.01 (b) above, the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

CLAUSE 34:

HOURLY RATES, INCREMENTAL RATES & SHIFT DIFFERENTIAL

34.01 Employees shall be paid hourly rates, incremental rates and shift differential in accordance with the rates shown in Schedule A attached which forms part of this agreement.

First Aid Attendant

34.02 (a) If the Employer intends to designate as a First Aid Attendant any member of the bargaining unit, the vacancy will be posted as provided for in Clause 18, Seniority, Layoffs and Recall.

34.03 (b) Any employee with a Level 1, 2, or 3 First Aid Certificate who is designated as a First Aid Attendant by the Employer will be paid the appropriate rate in Schedule A.

Day Shift begins at 5:00 A.M. or later,
Afternoon Shift begins at 2:00 P.M. or later;
Graveyard Shift begins at 10:00 P.M. or later.

Signed this _____ day of _____, 2003.

Signed on behalf of the Employer:

Signed on behalf of the Union:

METRO MATERIALS RECOVERY INC.

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

Signature

Signature

Print Name

Title

Print Name

Title

Signature

Signature

Print Name

Title

Print Name

Title

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SCHEDULE A

RATES OF PAY

1. (a) HOURLY RATES OF PAY AND INCREMENTAL INCREASES

EFFECTIVE	MARCH 1, 2003	MARCH 1, 2004	MARCH 1, 2005
SORTERS:			
0-12 MONTHS SERVICE	\$11.34	\$11.57	\$11.80
12 MONTHS PLUS	\$12.01	\$12.25	\$12.50

EFFECTIVE	MARCH 1, 2003	MARCH 2, 2004	MARCH 1, 2005
OPERATORS			
OPERATOR 1	\$14.41	\$14.70	\$14.99
OPERATOR 2	\$15.67	\$15.98	\$16.30
RED CIRCLED	\$15.94	\$16.26	\$16.59

EFFECTIVE	MARCH 1, 2003	MARCH 1, 2004	MARCH 1, 2005
OPERATOR TRAINEE	\$13.15	\$13.41	\$13.68
3 MONTH RATE	\$13.46	\$13.73	\$14.00
6 MONTH RATE	\$13.78	\$14.05	\$14.33
9 MONTH RATE	\$14.09	\$14.37	\$14.66
OPERATOR 1	\$14.41	\$14.70	\$14.99

2. INCREMENTAL RATES

Designated First Aid Attendant Premiums

EFFECTIVE	MARCH 1, 2003	MARCH 1, 2004	MARCH 1, 2005
LEVEL 3	\$0.75	\$0.80	\$0.85
LEVEL 2	\$0.50	\$0.50	\$0.55
LEVEL 1	\$0.30	\$0.30	\$0.35

3. SHIFT DIFFERENTIAL

EFFECTIVE	MARCH 1, 2003	MARCH 1, 2004	MARCH 1, 2005
AFTERNOON SHIFT	\$0.25	\$0.30	\$0.35
GRAVEYARD SHIFT	\$0.35	\$0.40	\$0.45

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APPENDIX A

METRO MATERIALS RECOVERY INC. **WORK CONDUCTED BY MEMBERS OF LOCAL 1611**

MULTI-MATERIAL PLANT

1. RECEIVING AND GRADING OF INCOMING MATERIALS

- a) Receive, inspect and grade all incoming materials.
- b) Ensure delivery into correct bunkers.
- c) Inspect bunker contents and remove contamination.
- d) Operate weigh scale on afternoon and graveyard shifts.

2. PROCESSING OF MATERIALS

- a) Perform all functions of sorting, processing and preparing materials for shipment including baling.

3. OUTLOADING OF MATERIALS

- a) Load all outgoing materials to open top trailers, container vans, export containers for other vehicles.
- b) Transfer bulk glass to the Glass processing yard.
- c) Load waste material into roll-off containers.

4. MAINTENANCE

- a) Maintain the Plant and surrounding area in a clean and orderly manner.
- b) Perform routine preventive maintenance on mobile and static equipment.

APPENDIX A (Cont=d)

GLASS PROCESSING PLANT

1. RECEIVING AND GRADING OF INCOMING MATERIALS

- a) Receive and inspect for quality all incoming bulk loads.
- b) Receive, unload and inspect all palletized loads.

2. PROCESSING OF MATERIALS

- a) De-palletize and de-case all palletized materials and sort by colour as necessary.
- b) Process all materials through the beneficiation plant.

3. OUTLOADING OF MATERIALS

- a) Load bulk glass into trucks for outward shipping.
- b) Load returnable and non-returnable pallets, cases and other containers for return or disposal.

4. MAINTENANCE

- a) Maintain the yard and surrounding area in a clean and orderly manner.
- b) Perform routine preventive maintenance on mobile and static equipment.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

METRO MATERIALS RECOVERY INC.

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611**

Operator Trainee Classification:

1. This is the entry-level position for an Operator 1.
2. Employees will progress to the Operator 1 classification over a twelve (12) month period in three (3) month increments.
3. This level will also be used for a Sorter who is temporarily reclassified as an Operator 1. He will be paid a rate based on his experience as an Operator 1.

Operator 1 Classification:

1. Safe and effective operation of all mobile equipment to move finished product from sort line or baler, load and unload trailers, transfer material from storage bunkers to in-feed conveyor for the baler, Mach II Sort Line and/or Container Sort Line, etc.
2. Complete the necessary paperwork related to shipping and receiving materials.
3. Understand and follow all of the Company's safety and work procedures and adhere to all applicable WCB regulations.
4. Perform pre-operation inspection of all equipment and completes necessary paperwork.
5. Understand and apply the Company's preventative maintenance program, including the completion of all supporting documentation, for all mobile equipment.
6. Required to communicate effectively with the Scale Coordinator, Plant Manager, Shift Supervisor, other operations employees and truck drivers to minimize errors and maximize production.

LETTER OF UNDERSTANDING #1 (Cont'd)

7. Trouble shoot mobile equipment as required.
8. Organizing and cleaning the warehouse.
9. Perform other duties as required by the Plant Manager or Shift Supervisor.

Operator 2 Classification:

In addition to all Operator 1 requirements:

1. Safe and effective operation of all mobile and stationary equipment in the Fibre Plant (Baler and/or Mach II Sorter) and the Container Plant (Container Sort Line, Granulator, Crusher and/or Custom Destruction Line).
2. Understand and follow all of the company's safety and work procedures and adhere to all applicable WCB regulations.
3. Understand and apply the Company's preventative maintenance program, including the completion of all supporting documentation, for all mobile equipment and stationary equipment.
4. Assist Maintenance personnel as required to ensure minimum equipment downtime.
5. Maintain all required production records and submit this to the Plant Manager or Shift Supervisor.
6. Select products to sort and bale without the direction of the Plant Manager or Shift Supervisor.
7. Maintain strong communication with the Plant Manager or Shift Supervisor to ensure that he is aware of potential and actual problems or concerns and what product is being sorted and/or baled.
8. Give direction and/or instruction on safety, production and quality issues to other staff as required.
9. Organizing and cleaning the warehouse.
10. Perform other duties as required by the Plant Manager or Shift Supervisor.

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

METRO MATERIALS RECOVERY INC.

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION LOCAL 1611**

Within seven (7) days of the date of ratification, the Company will pay each full-time employee who is on payroll and who has completed their probationary period, a lump sum amount equal to :

Operators: \$400.00
Sorters: \$300.00

Part-time employees who are on payroll and have completed their probationary period, will be paid a prorated amount based on the hours they have worked from January 1, 2002 to date of ratification.

Signed this _____ **day of** _____ **, 2003.**

On behalf of the Employer:

METRO MATERIALS RECOVERY INC.

Signed on behalf of the Union:

**CONSTRUCTION AND SPECIALIZED
WORKERS' UNION, LOCAL 1611**

Signature

Signature

Print Name

Title

Print Name

Title

Signature

Signature

Print Name
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Title

Print Name

Title

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

**METRO MATERIALS RECOVERY INC.
12345 - 104TH AVENUE
SURREY, B. C.
V3V 3H2**

(Hereinafter referred to as the "**Employer**")

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION
LOCAL 1611
3542 KINGSWAY
VANCOUVER, B. C.
V5R 5X7**

(Hereinafter referred to as the "**Union**")

July 1, 2002 – June 30, 2005

