

AGREEMENT BETWEEN:

WASTECH SERVICES LTD.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

Duration:

January 1, 2006 to December 31, 2016

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

WASTECH SERVICES LTD.

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

DATE AND REFERENCE

The Agreement shall be dated for reference January 1, 2006 and named for reference the "Wastech Services Ltd. - Operating Engineers, Local 115 Agreement".

Witnesseth: that the Parties hereto agree as follows:

ARTICLE 1 - INTENT AND OBJECTS

- 1.01 It is the intent of the parties to this Agreement to provide a high level of service to the G.V.S. & D.D., as required by contracts, and to the general public. Through effective communications, co-operation and responsive actions, prosperous opportunities for individuals and the Company will be developed to the fullest extent possible.
- 1.02 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company except office and sales staff. These employees shall be covered by the terms of this Collective Agreement.
- 2.02 This Agreement shall be binding on the Company, the Union, their respective successors and the employees.

ARTICLE 3 - UNION SECURITY

- 3.01 Each employee and/or each new employee covered by this Agreement shall within thirty (30) calendar days, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification

in writing from the Union, discharge such employee forthwith. In the event the Company is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

- 3.02 The Company 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 Company for such remissions and deductions when in accordance with Union instructions.
- 3.03 The Employer shall make contributions at the rate of two cents (2¢) per hour for each hour for which wages are earned by each employee covered by this Agreement to the Operating Engineers' Advancement Fund.
- 3.04 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 Company shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Company for all such deductions and remissions when in accordance with Union instruction.
- 3.05 The Company 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 3.04 above.
- 3.06 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 or after all qualified employees have been contacted (or an attempt made to contact them) and the work has been offered to them first. Management may use tools or operate equipment for instructional purposes.
- 3.07 Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees, performed by members of the bargaining unit. The Company and the Union will meet as required to discuss problems regarding subcontracting. Where the Parties cannot reach agreement, the matter shall be referred to Article 7 for resolution. Grievances under this article shall be initiated under Article 7.01(b).
- 3.08 When the Company requires an employee to take a first aid course, the Company shall pay the employee's tuition, wages and travel expenses.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 All functions, powers or authority which the Company has not specifically abridged, delegated or modified by this Agreement will be recognized by the Union as being retained by the Company. The Company shall, however, exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement and may be subject to a grievance and dealt with as hereinafter provided.
- 4.02 The right to hire employees is vested exclusively in the Company. When the Company requires new employees however, the Company will notify the Union so that the Union can advise unemployed members of the potential for a job.

ARTICLE 5 - DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of BC.
- 5.02 Supervisor - Under general direction from management assigns work and ensures the safe and efficient day-to-day operation of their areas of responsibility.

Each location shall have a minimum of one supervisor. Where he is absent due to days off, annual vacations, illness (compensable or non-compensable) and/or leave of absence, he shall be replaced by an assistant supervisor.

It is understood by the Parties that the Company has the right to appoint Supervisors. Any demotion or re-assignment of an individual in a Supervisor's position shall be subject to the provisions of Articles 5.05 and 8.04.

Should the Company require Lead Hands for other purposes, they may be appointed.

- 5.03 During gate hours at Coquitlam, Matsqui, Surrey and North Shore there will be a minimum of two persons at the Labourer classification or above available to do work while transfer trucks are loading.
- 5.04 Shift Schedule – shall be defined as the hours of work to be accomplished within the set of shifts worked by an employee during his normal work week.
- 5.05 Capable – For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform another job competently without additional training. In cases of layoffs and recall this will not preclude a brief (up to one [1] week) re-familiarization period for employees who have been away from a job for a period of time.

For the purpose of this Collective Agreement, "training" means any theoretical and/or practical training given by the employer with a view to enabling the employees to perform effectively a function, a duty or a set of functions or duties.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01 Afternoon Shifts - Employees working shifts with the predominant number of hours falling between 2:00 p.m. and 10:00 p.m. shall receive a premium of fifty cents (\$0.50) per hour worked.
- 6.02 Night Shifts - Employees working shifts longer than eight (8) hours with the predominant number of hours falling between 11:00 p.m. and 6:00 a.m. shall receive a premium of seventy-five cents (\$0.75) per hour worked.
- 6.03 Call-In Guarantee - Employees who report to work for any reason at the request of the Employer shall be paid a minimum of four (4) hours at the appropriate rate of pay.
- 6.04 Overtime Rates - Overtime shall be paid at the following rates:

- (a) Work immediately preceding and/or following the employee's regular daily shift schedule shall be paid at time and one-half (1-1/2x) rate. All hours worked in excess of ten (10) hours shall be paid at double time (2x) rate. The exception to this shall be when an employee works a regular shift of ten (10) hours or more in which case all hours in excess of the regular hours shall be paid at double time (2x) rate.
 - (b) Scheduled or Call-In Overtime - Work performed other than in conjunction with an employee's regular shift shall be paid time and one-half (1-1/2x) rate for the first eight (8) hours and double time (2x) rate thereafter. The first day of rest worked shall be paid at time and one-half (1-1/2x) rate for the first eight (8) hours and double time (2x) rate thereafter. Work performed on subsequent day(s) of rest shall be paid at double time (2x) rate.
 - (c) Call-In on a General Holiday – Where an employee is called in to work on a General Holiday he shall be paid double time (2x) his rate.
 - (d) Overtime - Shift Premiums - Shift premiums shall not apply to overtime work.
- 6.05 Work on General Holidays - Any employee required to work on a General Holiday as part of the employee's regular shift schedule shall be paid 1-1/2x for all regular hours worked in addition to general holiday pay. Hours worked in excess of regular shift hours will be paid at 2x rate.
- 6.06 Work Through Lunch Period - When an employee is required to work through the lunch period, such employee shall receive one-half hour at overtime rates.
- 6.07 Overtime Not Part of Daily Guarantee - Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of the daily guarantee as provided under the Agreement.
- 6.08 Overtime Meal - Employees requested to work more than two (2) hours overtime after completion of their regular shift will be provided fifteen dollars (\$15.00) for a meal to be eaten on Company time which shall count as time worked. The preceding condition shall apply after every additional four (4) hours worked. The time for eating a meal shall be one-half (1/2) hour.
- 6.09 In order to avoid call-out overtime it is understood that where there is an unexpected vacancy or a short term assignment the Company shall offer the opportunity, in order of seniority, to other employees on the shift who are capable of performing the work provided that the movement of these employees does not result in the Company requiring the replacement of an existing employee with an overtime call-out. Where the Company requires any call-out overtime on the shift Article 6.11(b) shall apply.
- 6.10 Overtime - Hours worked outside the employee's regular shift, or the employee's scheduled days off or on general holidays will be considered overtime and shall be paid no less than the employee's regular classified rate of pay at the appropriate overtime rate for any work accomplished in a lower classification. Where an employee works in a higher rated classification, the employee shall receive the higher classified rate of pay at the appropriate overtime rate. The exception to this shall be when the employee works at a

mutually agreed time during the aforementioned periods in order to make up straight time lost or when the employee is re-scheduled due to bidding into a new job.

6.11 Overtime Distribution: Where overtime is deemed necessary by the Company, it shall be distributed as equitably as possible based on the following:

- (a) Overtime worked either at the beginning or end of a shift will be offered to the person performing the same job during his regular shift.
- (b) For call-out overtime which replaces an employee's full or partial shift, the overtime shall be rotated among the employees in the appropriate classification and location whose regular shift schedule would not result in a conflict, and who regularly work in the department and are capable of performing the work.

The exception to the rotational call-out for overtime opportunities shall be where an employee has missed more than one (1) shift of his shift schedule. Any employee who has missed more than one (1) shift of his shift schedule shall be placed at the bottom of the rotation.

- (c) As a last resort, people in other classifications, departments or at other locations capable of doing the work shall be offered the opportunity in order of seniority.
- (d) An employee declining overtime shall be deemed to have worked in the recording of overtime distribution. Any employee with the permission of his first level manager, may examine the overtime records of all employees in his classification. At the request of a Shop Steward at the location, the Shop Steward and the first level manager shall discuss the previous pay period's allocation of overtime and prepare a plan to resolve any inequities which have occurred.
- (e) If an employee does not want to be considered for overtime he shall provide this information in writing to his Supervisor each quarter to be received by January 1, April 1, July 1, and October 1 of each year.

6.12 Overtime Voluntary - All overtime shall be on a voluntary basis except when there are no volunteers, it shall be assigned to the most junior employee capable of performing the available work.

6.13 Work Before Regular Shift - Employees called in before their regular starting time shall be paid the appropriate overtime rate for work performed prior to their regular starting time.

6.14 Overtime Recall - Employees called back to work after their regular shift shall receive a minimum of four (4) hours pay at the prevailing overtime rate.

6.15 Overtime - Calculation Of - Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, he shall receive credit for time worked for that full fifteen (15) minute unit.

6.16 Rest Between Shifts - It is intended that every employee should have eight (8) hours rest between shifts. In the event that an employee is recalled to work before such eight (8) full

hours elapse, he shall be paid overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

Clarification: Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

- 6.17 Daily Guarantee - An employee reporting for work on his regular shift shall receive a full shift's pay at his regular rate. This provision shall not apply if the employee arrives late, voluntarily leaves early, voluntarily quits or lays off, or is discharged for proper cause.
- 6.18 Shift Schedules - Shift schedule(s) will be established by mutual agreement between the Company and the employees at each site and the Union shall be contacted after the consultation has been completed.

Where agreement cannot be reached, the matter shall be referred to the Company and the Union at each site to resolve. If the Company and the Union are unable to resolve the issue, the matter will be referred to Article 7.02 (Arbitration) for resolution.

- 6.19 Shift Schedules - Notice of Change - Where the Company finds it necessary to change shift schedule(s), the Union and the employee(s) will be given as much prior notice as possible and, in any event, not less than two (2) calendar weeks notice.
- 6.20 Shift Change - Individual Employees -In the event of a short-term assignment, the Company may request an employee by seniority and capability to change shifts. The employee may accept or decline the shift change. In the event no senior employee accepts the change it shall be worked by the most junior employee who has the capability to do the job. Any employee accepting a shift change shall be given a minimum of twenty-four (24) hours notice of such change. Where the required notice is not given the affected employee(s) shall be paid two times (2x) their classified rate of pay for all hours worked on their first shift of their new schedule.
- 6.21 Lunch Period - Each employee shall receive a one-half ($\frac{1}{2}$) hour unpaid lunch period per shift. Lunch periods shall be scheduled within two (2) hours on either side of mid-shift.
- 6.22 Rest Period - Each employee shall receive a fifteen (15) minute paid coffee break within each four hours of a shift. Employees working eleven and one-half ($11\frac{1}{2}$) hour shifts will receive three (3) paid coffee breaks.
- 6.23 Clean-Up - All employees shall be given five (5) minutes before quitting time to wash-up and change clothes.
- 6.24 Overtime Bank: An employee shall opt in writing on each time slip to either bank their overtime or to be paid out with their regular pay. If notice is not given to the Company, overtime will not be banked.

Employees may bank their overtime up to an equivalent of forty-eight (48) hours at their classified rate of pay. Employees who have withdrawn monies from their overtime bank when granted paid time off shall continue to bank and accumulate their overtime to the forty-eight (48) hour equivalent.

The Company will pay all remaining amounts in the employee's overtime bank on December 31st of each year. If the employee wishes to be paid all, or a portion, of the overtime bank at any time, they may do so by providing the Company with seven (7) days' notice of such request.

Regularly scheduled time worked on General Holidays may not be banked.

Banked overtime may be taken as paid time-off at a time mutually agreed between the Company and the employee with the understanding that the ability to grant such time off will be based on the company's ability to meet their operational needs.

ARTICLE 7 - GRIEVANCE PROCEDURE & ARBITRATION

7.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or violation thereof shall be as follows:

- (a) An employee shall, prior to filing his/her grievance in writing, address the issue with his/her direct manager or his designate and try to resolve the matter. If the issue is not resolved, the matter shall proceed to Step "B".
- (b) An employee shall file his grievance in writing with the Operations Manager within twelve (12) days of the employee's opportunity to become aware of the grievance. Within seven (7) days of receiving the grievance, the Operations Manager, the employee's direct manager or his designate and the employee, together with the Shop Steward shall meet to resolve the issue.
- (c) If the grievance is not resolved within five (5) days of the meeting in (b) above it shall automatically be referred to the General Manager or his designate. Within seven (7) days of receiving the grievance the General Manager shall meet with the employee and/or his representative to resolve the matter.

The Company shall within five (5) days of this meeting notify the Union in writing of its position on the grievance.

- (d) If the grievance is not resolved within five (5) days of the meeting in (c) above, the Union shall within five (5) days of receiving the Company's response, notify the Company if the matter is to be referred to arbitration.

7.02 Where the parties elect to proceed to Arbitration, the Arbitration Board, consisting of one (1) representative selected by the Company, 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 Minister of Labour to appoint a Chairman.

The Arbitration Board shall have all the powers granted it under Section 89 of the Labour Relations Code.

- 7.03 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.
- 7.04 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Company, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 7.05 By mutual agreement by both the Union and the Company, a single arbitrator may be selected to resolve the dispute in accordance with this Article.
- 7.06 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

ARTICLE 8 - SENIORITY

- 8.01 Seniority List - The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union and the shop steward a copy of each list on the date of its posting.
 - (a) The Company shall establish and maintain two (2) seniority lists - one for Lower Mainland employees (including North Shore, Coquitlam, Surrey and Matsqui locations) and one for the employees in Cache Creek. Copies of both lists shall be posted in all locations.
 - (b) Subject to 8.01 (c) of this Agreement, employees shall not be permitted to exercise seniority rights to "bump" or transfer between the lists.
 - (c) Employees will be given the first option to transfer, by means of a job posting between either list before the Company hires employees from outside the bargaining unit.
 - (d) When employees do transfer between lists their seniority on the new list will commence from their first day of work at the new area for the purpose of area seniority.
- 8.02 Probationary Period - When a new employee is hired, it is agreed that he shall be on probation for ninety (90) worked days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring. In the first year of employment the vacation period will be prorated based on the employee's starting date. Vacation entitlement will become available after a probationary period of ninety (90) days worked.
- 8.03 Employee - Re-Employment - An employee re-entering the employ of the Company within one (1) year of the expiry of his right to recall shall not be subject to another probation

period. The employee will still be subject to the new employee waiting period to get on the benefit plans and will not be granted any prior seniority.

- 8.04 Lay-Offs - In the event of lay-offs seniority shall be recognized. Subject to the conditions below the principle of last on, first man off shall prevail providing the employee being retained is capable (as defined in Article 5.05) of performing another job.

Upon receipt of lay-off notice, an employee may either;

- (a) exercise his seniority rights and bump into a position below him on his seniority list (subject to Article 5.05),

or

- b) accept lay-off and await recall under the terms of the Collective Agreement.

8.05 Seniority Retention

- a) Employees with seniority shall accumulate recall rights during active service on the basis of twelve (12) months of recall rights after the completion of their probationary period.
- b) If a laid off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay-off.

- 8.06 Recall - When vacancies occur, the Company shall rehire laid off employees according to their seniority and the principle of last man off, first man on shall prevail subject to the conditions in Article 5.05. Employees who do not report for work within seven (7) days of receiving recall from lay-off shall have their seniority rights cancelled.

The Company shall contact laid off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid off.

It is understood that job postings shall be awarded (under the terms in the Collective Agreement) to employees who are currently working prior to re-hiring laid-off employees.

- 8.07 Employees subject to lay-off shall receive a minimum of one calendar week of notice or pay in lieu of.

- 8.08 An employee who is recalled back to work shall be guaranteed a minimum of three (3) consecutive shifts or pay in lieu of.

ARTICLE 9 - JOB POSTINGS

- 9.01 The job posting procedure shall apply to job openings, new positions, promotions, transfers and temporary positions.

- 9.02 (a) All job postings, except as described in 9.03 below, will be posted in a conspicuous place for seven (7) days at each site within the geographical area covered by a seniority list. If no applications are received the job will be posted in the other geographical area for seven (7) calendar days.
- (b) The posting will indicate the classification, shift schedule and location for the opening.
- (c) Nothing in this Article shall prevent the employer from posting openings in both areas simultaneously should it so desire.
- 9.03 (a) Short term assignments not subject to job posting shall be those not exceeding thirty (30) calendar days.
- (b) These assignments shall be filled in the following order:
- (i) From employees at the site where the opening occurs, who are capable of performing the available work;
- (ii) From the Utility Worker pool in the following manner:
- a) Assignments will be offered to the two most senior Utility Workers in order of their seniority unless some overtime can be avoided;
- b) When the two most senior Utility Workers are out, or have refused assignments, or some overtime can be avoided, additional assignments will be rotated among the next four most senior Utility Workers unless some overtime can be avoided. These Utility Workers returning from an assignment will go to the bottom of the rotation list;
- c) When the six most senior Utility Workers are out or have refused assignments, or overtime can be avoided, additional assignments will be offered to the remaining Utility Workers in order of seniority;
- d) Assignments shall be defined as entire individual instances of absence except where the Company can avoid some overtime by splitting assignments.
- 9.04 Job Applications - Delayed - If an employee is not at work for the following reasons when a job is posted, he may apply for the job if he does so within three (3) working days of his return to work.
- (a) Vacation,
- (b) Authorized leave of absence not exceeding thirty (30) days,
- (c) Absence resulting from an accident or illness not exceeding thirty (30) days.

9.05 Temporary Positions

The employer shall post a temporary position in accordance with Article 9.02 where:

- (a) an employee is off work for a period that exceeds thirty (30) days, due to WCB, personal illness or an authorized leave of absence; or
- (b) there is seasonal or project work lasting more than thirty (30) days; or
- (c) an opening has occurred as a result of an employee vacating his/her position for a temporary position.

An employee shall, after thirty (30) days of holding a temporary position, receive all benefits (except for WI, LTD, AD&D and Life) paid as per the classification. For the exceptions referenced, an employee shall, after one hundred and twenty (120) days of holding a temporary position, receive these benefits. Upon completion of the temporary posting he/she shall return to their previously held position.

- 9.06 Selection of Successful Applicant - The job will be given to the senior applicant capable of performing the work in the geographical area covered by a seniority list provided the applicant has not withdrawn his/her name from the posting prior to the closing date. Should an employee wish to remove his/her name from the posting he/she shall remove their name and sign the posting to that effect.

It is understood that Utility Workers, Trailer Cleaners, Scale Operators and Labourers will be allowed training opportunities as part of their regular jobs in order to acquire the capability required to successfully apply for a job opening. Those senior applicants who have not been offered the opportunity to train for the next higher classification shall be awarded such jobs and receive training in them.

If there are no successful applications from the local area, the job will be given to the most senior applicant on the other seniority list capable of performing the available work.

In the event an employee is re-assigned in accordance with the provisions of this Article and within thirty (30) days of such re-assignment, the employee is not capably performing the job or if the employee wishes to do so, he will revert to his immediate previous job.

- 9.07 Successful Applicant Notice - The name of the successful applicant will be posted no later than five (5) days after the job has been awarded.

- 9.08 Definitions - For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform another job competently without additional training. In cases of lay offs and recall this will not preclude a brief (up to one (1) week), re-familiarization period for employees who have been away from a job for a period of time.

For the purpose of this Collective Agreement, "training" means any theoretical and/or practical training given by the employer with a view to enabling the employees to perform effectively a function, a duty or a set of functions or duties.

- 9.09 In the event the Company creates a new classification during the term of this Agreement, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved,

then either party may proceed to the Grievance Procedures and Arbitration as described in Article 7 of this Collective Agreement.

9.10 The Company may engage apprentices under the following conditions:

- (a) The apprentice must meet the basic requirements and be properly indentured under the Apprenticeship Act.
- (b) The wage scale for the apprentice will be established at the time of the indentureship but will not be less than the schedule established in the Apprenticeship Regulations for the type of apprenticeship taken.
- (c) An Apprentice, having served his time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour will automatically be classified as a Journeyman.
- (d) Apprentices will normally be indentured to the Company. However, where an Apprentice is indentured to the Operating Engineers Apprenticeship Plan prior to joining the Company, he shall remain indentured to the Plan.

ARTICLE 10 - VACATIONS

10.01 Vacation Period - The year following an employee's anniversary date of hire.

10.02 Vacation Year – Shall be defined as the period of January 1 to December 31.

10.03 On January 1 of each year the Company shall give each employee an annual vacation based on the following entitlement.

- (a) For the first three (3) vacation periods (excluding a new employee's pro-rated year) an employee shall receive eighty (80) hours vacation. He shall receive as vacation pay for each vacation period either four percent (4%) of his current gross earnings to December 31st or his regular rate of pay at the time he takes his vacation, whichever is greater.
- (b) For the next four (4) vacation periods he shall receive one hundred & twenty (120) hours vacation. He shall receive as vacation pay for each vacation period either six percent (6%) of his current gross earnings to December 31st or his regular rate of pay at the time he takes his vacation, whichever is greater.
- (c) For the next four (4) vacation periods he shall receive one hundred & sixty (160) hours vacation. He shall receive as vacation pay for each vacation period either eight percent (8%) of his current gross earnings to December 31st or his regular rate of pay at the time he takes his vacation, whichever is greater.
- (d) For the next three (3) vacation periods he shall receive one hundred eighty-four (184) hours vacation. He shall receive as vacation pay for each vacation period either nine point two percent (9.2%) of his current gross earnings to December 31st or his regular rate of pay at the time he takes his vacation, whichever is greater.

- (e) Thereafter, he shall receive two hundred (200) hours vacation. He shall receive as vacation pay for each vacation period either ten percent (10%) of his current gross earnings to December 31st or his regular rate of pay at the time he takes his vacation, whichever is greater.

The percentage calculation will be made after the last pay period of each vacation year and any outstanding vacation pay will be paid in the first pay period of the new vacation year.

- 10.04 Employee Leaving Company – In the event an employee leaves the employ of the Company and has taken his vacation entitlement, the Company has the right to recoup any monies paid to the employee in excess of the four percent (4%), six percent (6%), eight percent (8%), nine point two percent (9.2%), or ten percent (10%) of his gross earnings paid.
- 10.05 Qualifying Hours - Employees who work less than fifteen hundred (1500) hours between anniversary dates shall be paid as the case may be four percent (4%), six percent (6%) or eight percent (8%) or nine point two (9.2%) or ten percent (10%) of their gross earnings for the year commencing with the employee's previous anniversary date.
- 10.06 Vacation Pay On Termination - In the event an employee leaves the employ of the Company, he shall receive, as the case may be, four percent (4%), six percent (6%) or eight percent (8%) or nine point two (9.2%) or ten percent (10%) of his gross earnings upon which he has not yet received vacation pay.
- 10.07 Vacation Statement – On the first pay period following January 1st, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employee's gross earnings for the year of service for which he is receiving his vacation and how the vacation pay was calculated, i.e.: on a percentage or hourly basis. An employee shall be paid his vacation pay on the pay day prior to the beginning of his vacation.
- 10.08 Vacation Schedule - The Company shall post a vacation schedule sheet on the employee bulletin board no later than the last day of December each year and the employees shall post their desired vacation period on the schedule no later than February 15th. On or after February 15th the Employer shall confirm vacation periods on an individual basis by seniority. Such confirmation will be made by March 2nd.

Vacation not scheduled at least ninety (90) days prior to an employee's anniversary date may only be scheduled by the Employer after interviewing the affected employee.

Failure of an employee to choose a vacation period prior to March 2nd shall result in the employee being given the choice of vacation openings existing after March 1st. Such openings shall be confirmed and granted within fourteen (14) days of an employee's request on a first come first serve basis subject to the production needs of the Company.

The Company will grant vacation periods in accordance with the existing policy.

The period June 1st to August 31st shall be considered prime vacation time and any vacation booked during this period, in accordance with the first paragraph of this Article, shall be for a maximum of two (2) sets of shifts.

- 10.07 An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of each employee concerned.
- 10.08 Each employee shall be required to take the full annual vacation he is entitled to under the provisions of this Agreement.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 The Company shall give each employee with thirty (30) calendar days service a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work on that day. An employee shall receive such holiday pay, even if the holiday falls on the employee's scheduled day off. The designated General Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

11.02 General Holiday Pay Will Be Paid - Without limiting the general application of section 11.01, but subject to the provisos contained herein, General Holiday pay provisions will prevail.

- (a) The employee must work his last scheduled shift before and his first scheduled shift following the Holiday.
- (b) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.
- (c) Where an employee is off work due to a death in the immediate family or is acting as a juror as provided elsewhere in this Agreement.
- (d) An employee regularly scheduled to work on the Statutory Holiday must work his shift when required by the Company.
- (e) Employees who work any part of a General Holiday shall be entitled to full General Holiday pay.

11.03 General Holiday - During Vacation - When a General 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.

ARTICLE 12 - WAGES

12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable

wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.

- 12.02 Pay Statement - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked, the number of overtime hours worked and the respective hourly rates applicable therein, the vacation pay available, and an employee's banked overtime. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- 12.03 Time Slips - An employee shall be required, on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests.
- 12.04 Accidents - Pay To Employees - Employees involved in an accident while on the job shall be paid for the balance of the shift at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.
- 12.05 Wage Rate - Highest Daily Rate - Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification. An exception to this shall be when an employee is training as contemplated in Article 5.05. Employees working on a shift without a supervisor shall not be considered as training. Any dispute arising under this Article shall be referred to Jim Kelly or an agreed upon alternative for mediation/arbitration.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Union Service

- (a) The Company shall allow time off work without pay for any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) The Company shall allow time off work with one-half (1/2) pay to an employee's regular time to any employee who is serving on a Union committee for the purpose of collective bargaining with the Company up to a maximum of the equivalent of seven (7) worked days and up to a maximum of five (5) individuals.
- (c) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

13.02 Leave of Absence - Application For - If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

13.03 Leave of Absence - Seniority - Seniority shall continue during a leave of absence granted by the Company.

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

The term "immediate family" shall be restricted to and not expanded beyond: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather and grandmother, step brother, step sister, step mother, step father, step son and step daughter. A step relative is a person who has had a similar relationship as a non-step relative as described above. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave.

- 13.05 Voting Leave - Any employee eligible to vote in a Federal or Provincial election shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast a ballot.

ARTICLE 14 - GENERAL PROVISIONS

- 14.01 Coveralls - All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least two (2) changes available each week to the employees involved.

- 14.02 Tool Insurance - The Company shall provide, at its expense, tool insurance to a maximum of thirty thousand dollars (\$30,000.00) for fire and theft to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee. By January 1st of each year, each employee will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance.

Such tool insurance shall include coverage on an employee's tool box.

- 14.03 Tool Replacement Allowance - Journeyman tradesmen with one year of service and an average journeyman mechanic's tool kit shall receive a tool replacement allowance of one hundred and fifty dollars (\$150.00) on February 1st of the first contract year and an additional one hundred and fifty dollars (\$150.00) on August 1st of the first contract year. Thereafter, the tool replacement allowance shall increase by an additional ten dollars (\$10.00) per payment per contract year. (i.e. 2nd year \$160.00 payment; 3rd year \$170.00 payment)

Apprentices having a set of tools comprising eighty percent (80%) of the value of an average Journeyman kit, shall also qualify for such allowance.

- 14.04 Sick Bank - The employer will bank pay for employees with seniority standing at the rates set out in the following table. These rates will be banked for each hour worked with "hour worked" defined as all straight-time hours worked, vacation hours, general holiday hours, and overtime at the rate of one hour credited for each hour worked.

Employees may draw all or part of their bank by giving the employer one week's notice, for any reason including personal illness. Payment will be made with the next payroll deposit following the notice period.

Sick Bank will be paid:

- (a) on the first pay cheques in June and December of each year except that the equivalent of six (6) days pay will be held to cover periods of illness;
- (b) with two weeks written notice from the employee prior to the June or December payments, all or portion of the six day accumulation will be paid out at the same time as the automatic payouts.

	<u>Jan. 1, 2006</u>	<u>Jan. 1, 2007</u>	<u>Jan. 1, 2008</u>
Maintenance Supervisor	\$1.00	\$1.02	\$1.04
Supervisor	.91	.92	.93
Journeyman Maintenance	.85	.86	.87
Welder	.80	.81	.82
Tireman	.80	.81	.82
Maintenance Labourer	.68	.69	.70
Operator II	.80	.81	.82
Operator I	.68	.69	.70
Relief Operator	.71	.72	.73
Labourer	.68	.69	.70
Scale Operator	.68	.69	.70
Trailer Cleaner	.52	.53	.54
Utility Worker	.39	.40	.41
Recycler	.35	.36	.37

Sick Bank pay shall not be included for the purposes of gross earnings in the calculation of vacation pay.

14.05 Maternity/Paternity Leave - Maternity/Paternity leave will be granted upon presentation of a medical certificate and as described in the Employment Standards Act of BC.

- (a) The Company will continue to pay the employee's benefits during the absence. If the employee fails to return to work, the Company will be reimbursed for monies paid under this section.
- (b) On return from maternity/paternity leave an employee shall be placed in her/his former position or in a position of equal rank salary.
- (c) An employee on maternity/paternity leave shall notify the Company four (4) weeks prior to the expiration of the maternity/paternity leave of the date when the employee shall be returning to work. If no notification is given, the employee shall be deemed to have abandoned her position.

14.06 Jury Duty - Employees who have completed their probationary period and are called for jury or coroner's duty are entitled to a leave of absence during such period. The employee will receive the difference between his regular rate of pay and the rate received while on

duty. The Company will continue to pay the employee's benefits during such leave of absence.

14.07 Education For Upgrading - The Company agrees to the reimbursement of course fees to an employee when he is improving or upgrading himself in his line of work. The cost of Tradesman Qualifications Exams will also apply. In order to qualify for reimbursement, the employee must receive approval from the Company in advance of taking the course and must successfully complete the course.

14.08 Safety Boot Allowance - All employees will be reimbursed up to one hundred and twenty dollars (\$120.00) for the purchase of approved safety boots. A like amount will be paid when replacement boots are required but not normally more than once every twelve (12) months. Employees must provide a receipt and may be asked to verify the requirement for new boots.

14.09 Shop Stewards & Business Agent

(a) The Union may elect or appoint a shop steward or shop stewards to represent the employees and the Union shall notify the Company as to the name or names of such Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

(b) When the Company for any reason finds it necessary to lay-off or terminate a Shop Steward, the Business Representative of the Union shall be notified of such lay-off or termination.

(c) Upon informing management, authorized agents of the Union shall have access to the Company's premises during working hours but shall not interfere with the Company's operations.

(d) The Shop Steward shall be allowed reasonable time during the Steward's working hours to carry out his duties at the site.

(e) Any employee being disciplined by the Company shall have the right to request that the Shop Steward be in attendance.

14.10 Picket Line - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and a Company with whom the picketing union has a dispute.

14.11 Notice Board

(a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.

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

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

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

- 14.12 Bonding - If at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company.
- 14.13 The terms of the Human Rights Act of BC, including the time periods for filing complaints, are to be considered to be incorporated into this Collective Agreement and any disputes arising under the Act will be processed through the grievance and arbitration provisions of this Agreement.
- 14.14 Employees required to use their personal vehicles on company time to carry on work at another transfer station will receive a mileage allowance based on the rate established by CCRA annually on a per kilometre basis from the transfer station of origin to the second transfer station and back.

ARTICLE 15 - HEALTH & SAFETY

- 15.01 The Company has the primary responsibility for ensuring that safe conditions prevail within the work place, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Company shall:

- (a) provide and maintain work places, equipment, work methods and tools that are safe;
- (b) inform its employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation and take all reasonable measures necessary to correct said situation;
- (c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (d) provide the equipment, clothing and devices deemed necessary by the WCB to prevent injury, except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job;
- (e) ensure that the necessary investigations, inspections and analyses are carried out, and cooperate with the health and safety committees when there are situations liable to endanger the health or safety of employees.
- (f) continue to have a Lower Mainland joint Health and Safety Committee consisting of a minimum of four (4) persons (two [2] from the Bargaining Unit representing

CRRP, CCRF, NSTS, STS and MTS and two [2] from Management, in Cache Creek).

- (g) continue to have a Cache Creek joint Health and Safety Committee consisting of a minimum of four (4) persons (two [2] from the Union and two [2] from Management in Cache Creek).

The Health and Safety Committee shall meet at least once a month.

The minutes of these meetings shall be sent to the Union.

Meetings shall be held during day shift. Employees required to attend the meetings during their shifts, shall receive their regular pay.

- 15.02 No disciplinary action shall be taken against any employee by reason of the fact he has reasonably exercised the right conferred upon him under the WCB Act respecting occupational health and safety of employees.

- 15.03 Injury Report - Any employee suffering an injury while in the employ of the Company must report to the Supervisor as soon thereafter as practicable.

ARTICLE 16 - HEALTH & WELFARE

- 16.01 All employees covered by this Collective Agreement shall be provided, at no cost, with the B.C. Medical Plan beginning with the first of the month following date of hire.

- 16.02 The Company shall contribute one hundred percent (100%) toward the cost of providing Extended Health and Welfare Benefits, Life Insurance, A.D. & D., Long Term Disability and Dental Plan to all employees, as currently being provided by the Company.

Dental Plan shall also be provided to include spouse and dependants as follows:

Part A -	90%
Part B -	80%
Part C -	50%

Effective the first of the second month following ratification, the limit for part "C" coverage will increase to \$5,000.00 (lifetime maximum).

Eye Glasses: replacement costs every twenty-four (24) months regardless of prescription change up to maximum in Extended Health Benefit package.

Effective as of date of ratification, the Extended Health maximum for eyeglass replacement will increase to three hundred dollars (\$300.00).

- 16.03 The Company shall contribute one hundred percent (100%) toward the cost of a weekly indemnity plan. Weekly Indemnity which shall equal eighty percent (80%) of the employee's regular rate of pay and shall be paid under the following circumstances:

- (a) From the first day of non-occupational injury or accident.

- (b) From the first day of hospitalization.

- (c) From the third day of illness.
- (d) For a maximum of fifteen (15) weeks.

16.04 The Company 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.

16.05 The employer shall be entitled to retain the entire U.I.C. rebate.

ARTICLE 17 - SAVINGS CLAUSE

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

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

17.03 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in Appendix A attached hereto, or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

ARTICLE 18 - TECHNOLOGICAL CHANGES

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

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

ARTICLE 19 - PENSION

19.01 The Company shall provide a defined contribution type of pension plan. All full time employees with twelve (12) months of continuous service may elect to join the plan. Employees who are also age 30 or more must join. Both the employee and the Company contribute to the plan as follows: a monthly contribution equal to five percent (5%) of the employee's basic monthly earnings (at their posted rate of pay). Employee contributions are vested with the employee immediately and the Company contributions are vested with the employee after two (2) years of membership in the plan.

ARTICLE 20 - SEVERANCE

20.01 Severance and Lay-Off Pay

- (a) If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Company, he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provision of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.
- (b) In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum of two (2) years' service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

Forty (40) hours' (one [1] week's) pay for each year of service with the Company to a maximum of twenty-one (21) weeks.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Sub-section (a) of this Section, request and receive payment of such pay.

ARTICLE 21 - TRAINING POLICY/PROGRAM

21.01 The Union and the Company agree to incorporate by reference the Training Policy/Program in the Collective Agreement.

21.03 The Union recognizes that the Training Policy/Program is a living document which must change as equipment, regulations and work requirements dictate.

21.03 The Training Policy/Program shall be subject to the grievance and arbitration procedure.

ARTICLE 22 - DURATION

22.01 This Agreement shall be in full force and effect from and including January 1st, 2006 to and including December 31, 2016 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date December 31st, 2016, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

All portions of the Collective Agreement, except duration, are to be re-opened for renegotiation on January 1st, 2009, January 1st, 2012 and January 1st, 2014. Items not resolved by negotiation will be submitted to Jim Kelly or an agreed upon alternative for mediation/arbitration.

At any time prior to December 31st, 2015, the Company shall have the right to contact the Union to extend the Collective Agreement. If Wastech and the GVS&DD agree to extend the term of the Comprehensive Agreement (which expires December 31, 2016) for an additional "renewal term" of five (5) years in duration, then the duration of this Collective Agreement may be extended to match the "renewal term" based on a negotiated signing bonus.

22.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall commence a legal strike, or the Company shall commence a legal lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

22.03 By agreement of the Parties hereto, the provisions of Section 50 (2 & 3) of the Labour Relations Code of BC are specifically excluded.

Signed this _____ day of _____, 2006.

WASTECH SERVICES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Russ S. Black, General Manager

Don Swerdan, Members' Representative

APPENDIX "A" - WAGE SCHEDULE

	<u>Jan. 1, 2006</u>	<u>Jan. 1, 2007</u>	<u>Jan. 1, 2008</u>
Maintenance Supervisor	\$31.78	\$32.26	\$32.74
Supervisor	29.75	30.20	30.65
Journeyman Maintenance	27.75	28.17	28.59
Welder	25.72	26.10	26.49
Tireman	25.72	26.10	26.49
Maintenance Labourer	21.95	22.28	22.61
Operator II	25.72	26.10	26.49
Operator I	21.95	22.28	22.61
Relief Operator	23.23	23.58	23.93
Labourer	21.95	22.28	22.61`
Scale Operator	21.95	22.28	22.61
Trailer Cleaner	17.55	17.81	18.08
Utility Worker	13.00	13.20	13.39
Recycler	11.50	11.67	11.85

Premiums:

Assistant Supervisor \$1.75 per hour when replacing Supervisor.

If it can be demonstrated that the Assistant Supervisor has the capability to perform all the functions of the Supervisor, he/she will be paid the Supervisor's rate according to Article 12.05.

Lead Hand \$0.50

First Aid Level II Endorsement - \$0.50 per hour

Summer Relief The Company may hire summer relief employees between May 1st and Labour Day. These employees will be subject to all the terms and conditions of the Collective Agreement except that they will not be entitled to any Pension or Health & Welfare benefits and will not attain seniority. Summer relief employees will not be retained beyond Labour Day.

* An Operator I will advance to an Operator II position when he has displayed the ability to perform the job.

APPENDIX "B" - PART-TIME WORKERS

The Company may establish a Part-Time Workers pool in the Lower Mainland. These employees shall perform the following duties: forklift operation, baler operation and general duties. A Part-Time Worker may be used in short term assignments but shall not replace any employee above the Labourer classification. The following terms and conditions will apply to Part-Time Workers:

1. Terms and conditions of employment for Part-Time Workers will be governed by the Employment Standards Act rather than the Collective Agreement except as specifically set out below.
2. Article 3 - Union Security shall apply.
3. Article 7 - Grievance and Arbitration shall apply.
4. Article 14.08 - Boot Allowance shall apply.
5. Part-Time Workers shall receive the Recycler base rate as set out in Appendix "A".
6. Part-Time Workers will not be called to work when laid off full-time employees are available and willing to work.
7. Part-Time Workers will be entered onto a call-in list commencing with the first employee hired and continuing down in order of hire to the last employee hired. Work opportunities will be offered to employees commencing with the first name on the list and moving downward in order.
8. For the first thirty (30) days worked, employees may be removed from the list at the employer's discretion. After thirty (30) days worked, employees may only be removed for just cause or:
 - (i) they quit;
 - (ii) they refuse call-ins more frequently than allowed under Point 9 below;
 - (iii) they are not called to work for a period in excess of one year;
 - (iv) they accept full-time employment with the employer; or
 - (v) they are absent without leave from their regular scheduled shifts more than twice.
9. Part-Time Workers will be expected to report for work on the date established by the employer. They will, however, be given as much notice of the call as is feasible and will be entitled to refuse calls three (3) times in the period January 1 to December 31 without losing their call-in status.
10. Part-Time Workers will work at regular rates the hours of the shift(s) for which they are called. However, when the work is less than two (2) calendar weeks, they will receive overtime pay for hours worked in excess of forty (40) in any one (1) calendar week.

11. Where a Part-Time Worker works an assignment longer than a short term assignment as defined in Article 9.03(a), the Company agrees the position will be posted. Part-Time Workers shall be entitled to apply as per Point 12 of Appendix B.
12. Part-Time Workers will be entitled to apply for job opportunities in a classification, either full-time or temporary positions, and shall receive first consideration for such postings before a new hire. If accepted, the successful applicant will be considered to be a new employee under the Collective Agreement but his probationary period will be ninety (90) worked days reduced by the number of days worked as a Part-Time Worker with a minimum of thirty (30) worked days. (It is understood that this provision shall not apply to Part-Time Workers who have accumulated seniority. These employees would be recalled in accordance with the Collective Agreement.)
13. Where a Part-Time Worker has been awarded a temporary posting in accordance with Point 12 of this Appendix, it is agreed that when the temporary posting ends, the Part-Time Worker shall have the right to await recall under the terms of the Collective Agreement.
14. Vacation pay will be paid on each pay cheque. Part-Time Workers wanting vacation time will make mutually agreeable arrangements with the Company and, when on such vacation, will not be entitled to calls to work nor will refusals to work count as refusals under Point 9 above.
15. In lieu of benefits Part-Time Workers will receive an additional twenty-five cents (25¢) per hour worked.
16. A "day worked" in Points 8 and 12 is defined as the shift for the day.
17. Part-Time Workers shall only be offered call-in overtime after the Company has exhausted the terms as set out in the Collective Agreement (Article 6).

APPENDIX "B1" - CACHE CREEK

The Company may establish a Part-Time Workers pool in Cache Creek. These employees will perform paper picking duties, trailer and equipment washing, landscaping maintenance, sweeping and cleaning of the shop, and other general duties around the company's area. A Part-Time Worker may be used to cover short term assignments but shall not replace any employee above the Utility classification. The following terms and conditions will apply to the Part-Time Workers:

1. Terms and conditions of employment for Part-Time Workers will be governed by the Employment Standards Act rather than the Collective Agreement except as specifically set out below.
2. Article 3 - Union Security shall apply.
3. Article 7 - Grievance and Arbitration shall apply.
4. Article 14.08 - Boot Allowance shall apply.
5. Part-Time Workers shall receive the Recycler rate of pay as set out in Appendix "A".
6. Part-Time Workers will not be called to work when laid off full-time employees are available and willing to work.
7. Part-Time Workers will be entered onto a call-in list commencing with the first employee hired and continuing down in order of hire to the last employee hired. Work opportunities will be offered to employees commencing with the first name on the list and moving downward in order.
8. For the first thirty (30) days worked, employees may be removed from the list at the employer's discretion. After thirty (30) days worked, employees may only be removed for just cause or:
 - (i) they quit;
 - (ii) they refuse call-ins more frequently than allowed under Point 10 below;
 - (iii) they are not called to work for a period in excess of one year;
 - (iv) they accept full-time employment with the employer; or
 - (v) they are absent without leave from their regular scheduled shifts more than twice.
9. Part-Time Workers will be expected to report for work on the date established by the employer. They will, however, be given as much notice of the call as is feasible and will be entitled to refuse calls three (3) times in the period January 1 to December 31 without losing their call-in status.
10. Part-Time Workers will work at regular rates the hours of the shift(s) for which they are called. However, when the work is less than two (2) calendar weeks, they will receive overtime pay for hours worked in excess of forty (40) in any one (1) calendar week.

11. Where a Part-Time Worker works an assignment longer than a short term assignment as defined in Article 9.03(a), the Company agrees the position will be posted. Part-Time Workers shall be entitled to apply as per Point 12 of Appendix B1.
12. Part-Time Workers will be entitled to apply for job opportunities in a classification, either full-time or temporary positions, and shall receive first consideration for such postings before a new hire. If accepted, the successful applicant will be considered to be a new employee under the Collective Agreement but his probationary period will be ninety (90) worked days reduced by the number of days worked as a Part-Time Worker with a minimum of thirty (30) worked days. (It is understood that this provision shall not apply to Part-Time Workers who have accumulated seniority. These employees would be recalled in accordance with the Collective Agreement.)
13. Where a Part-Time Worker has been awarded a temporary posting in accordance with Point 12 of this Appendix, it is agreed that when the temporary posting ends, the Part-Time Worker shall have the right to await recall under the terms of the Collective Agreement.
14. Vacation pay will be paid on each pay cheque. Part-Time Workers wanting vacation time will make mutually agreeable arrangements with the Company and, when on such vacation, will not be entitled to calls to work nor will refusals to work count as refusals under Point 9 above.
15. In lieu of benefits Part-Time Workers will receive an additional twenty-five cents (25¢) per hour worked.
16. A "day worked" in Points 8 and 12 is defined as the shift for the day.
17. Part-Time Workers shall only be offered call-in overtime or frozen trailer clean out after the Company has exhausted the terms as set out in the Collective Agreement (Article 6).

APPENDIX "C" - RURAL TRANSFER STATIONS

From time to time, the Company will be entering into contracts for the operation of rural transfer stations. These transfer stations operate on a part-time basis and so do not provide fulltime employment. Employees hired to work at these stations will be considered to be part-time and will be covered by the Collective Agreement in the following manner:

1. Except as specifically set out below, the employees will be covered by the terms and provisions of the Collective Agreement.
2. Article 5.02 does not apply.
3. The employees will receive a wage rate equivalent to the Labourer's rate.
4. Days and hours of work shall be as directed by the Regional District and employees shall only be paid for those hours worked. Shift premiums shall not apply.
5. Overtime, general holidays, meal breaks and termination of employment shall be governed by the Employment Standards Act.
6. Employees shall not be included on either the Cache Creek or Lower Mainland seniority lists.
7. Openings in the rural transfer stations will not follow the job posting procedure in the Collective Agreement although employees in Cache Creek and the Lower Mainland may express interest in obtaining the jobs.
8. Vacation time will be based on the average weekly hours established in the employee's schedule. Vacation pay will be based upon the appropriate percentages in Article 10.
9. Coveralls will not be provided.
10. Employees shall receive the safety boot allowance as per Article 14.08.
11. MSP will be provided in accordance with Article 16.01, but other benefits will not apply.

LETTER OF UNDERSTANDING NO. 1

BY AND BETWEEN:

WASTECH SERVICES LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

By their signatures below the Parties agree as follows:

1. As a matter of practice the Company will give Union membership and dues check-off cards to new employees at the commencement of their employment.
2. Employees shall complete said cards and return them to the Company within thirty (30) calendar days.
3. The Company shall submit the completed Union membership card to the Union and retain the dues check-off card.
4. If employees refuse to sign either card or challenge the necessity to join the Union or refuse to pay dues, it shall be dealt with by the Union either in accordance with the Collective Agreement or the Labour Relations Code.
5. This letter shall remain in full force and effect for the duration of the Union's certification.

Signed this _____ day of _____, 2006.

WASTECH SERVICES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Russ S. Black, General Manager

Don Swerdan, Members' Representative

LETTER OF UNDERSTANDING NO. 2

BY AND BETWEEN:

WASTECH SERVICES LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

By their signatures below the Parties agree as follows:

The Company agrees that it will pay fifty percent (50%) of the cost of printing one hundred (100) Collective Agreements providing the cost to the Company does not exceed five hundred dollars (\$500.00).

Signed this _____ day of _____, 2006.

WASTECH SERVICES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Russ S. Black, General Manager

Don Swerdan, Members' Representative

LETTER OF UNDERSTANDING NO. 4

BY AND BETWEEN:

WASTECH SERVICES LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Salvaging from Garbage Loads

Further to the Company's "Salvaging from Garbage Loads" policy updated December 12, 1997, and the re-posting memorandum dated January 26, 1998 (copies attached for reference), this Letter of Understanding is agreed to by the Union and the Company so as to reinforce the Company's policy.

It is hereby agreed by the Union and its members that the Company's policy is a valid one, and that future infractions of this policy will be dealt with severely, up to and including discharge.

Signed this _____ day of _____, 2006.

WASTECH SERVICES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Russ S. Black, General Manager

Don Swerdan, Members' Representative

LETTER OF UNDERSTANDING NO. 5

BY AND BETWEEN:

WASTECH SERVICES LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Doctor's Notes and Discipline

When an employee has used his allotment of sick days the Company can require a Doctor's Note after an absence of two (2) or more consecutive days.

This shall not prevent the Company from requiring a Doctor's Note when disciplinary action is being contemplated and/or for purposes of determining the employee's fitness for duty or eligibility for STD, or for repeated absences.

Signed this _____ day of _____, 2006.

WASTECH SERVICES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Russ S. Black, General Manager

Don Swerdan, Members' Representative