

AGREEMENT BETWEEN:

EVERGREEN PROJECTS LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Duration: March 1, 2006 to April 30, 2008

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COLLECTIVE AGREEMENT

BETWEEN

EVERGREEN PROJECTS LTD.

(hereinafter referred to as the "Company")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the Parties hereto agree as follows:

**PURPOSE**

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

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

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

**ARTICLE 1 - BARGAINING AGENT RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole representative of and bargaining agent for all employees employed at Evergreen Projects Ltd, in each and any classification contained in this Collective Agreement and who work at and from any location.
- 1.02 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the Employer inconsistent with or in variance with the terms of this Agreement.
- 1.03 It is agreed and understood by the Parties that the term employee also applies to Dependant Contractors unless specifically referenced.

**ARTICLE 2 - EMPLOYER'S RIGHTS**

- 2.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work, providing the Employer shall not sub-contract bargaining unit work, except as contained in Articles 3.07 and 3.08 of this

Collective Agreement; to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.

- 2.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee or of the right to exercise a grievance procedure as outlined in this Agreement.
- 2.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees.

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

- 3.01 Each employee covered by this Agreement shall, 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 by reason of their failure to pay the periodic dues, assessments, and initiation fees uniformly required to be paid by all members of the Trade Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 3.02 The Employer shall hand each new employee a Union membership card and a dues deduction card. The employee shall complete said cards and return them to the Employer. The Employer shall submit the Union membership card to the Union, and shall retain the dues authorization card on the employees' file.
- 3.03 The Employer will provide new employee(s) with the Shop Steward's name(s) . The Employer will also provide the shop steward(s) with the new employee's name(s).
- 3.04 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Employer shall submit the Initiation Fees to the Union by separate cheque.
- 3.05 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 3.06 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 3.04 above.
- 3.07 Every motor vehicle and every piece of equipment, whether owned by the Employer or leased by the Employer utilized in the performance of work covered by any classification contained in this Collective Agreement shall be operated and maintained by a member of

the Bargaining Unit with the exception that any bargaining unit work may be performed in accordance with Article 3.08 and Letter of Understanding # 2.

- 3.08 The current practice of Owen Carney performing bargaining unit work shall continue.
- 3.09 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.
- 3.10 Sub-contracting of bargaining unit work shall only occur where it is made necessary by reason of a lack of equipment or manpower. No employee shall be laid off by reason of contracting out.
- 3.11 The Employer shall ensure there is adequate first aid coverage in accordance with the Occupational Health and Safety Regulations.
- 3.12 The Employer shall indemnify and save and hold harmless any employee, who is a member of the Union, in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings and judgments provided such claims are attributable to or caused by any negligent actions or omissions by any employee while working within the scope of his employment and further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings and judgments against any employee who is a member of the Union provided that such employee co-operates fully with the Employer in defending such claims, demands, costs, damages, actions, suits, proceedings and judgments. Further, the conduct of such claims, demands, costs, damages, actions, suits, proceedings and judgments shall be within the sole discretion of the Employer.

#### **ARTICLE 4 - HOURS OF WORK AND SHIFTS**

- 4.01 The standard working shift for all employees shall be:
  - (a) eight (8) hours work within eight and one-half (8-1/2) consecutive hours and shall be worked in five (5) posted consecutive days of the week, or
  - (b) ten (10) hours work within ten and one-half (10-1/2) consecutive hours and shall be worked in four (4) posted consecutive days of the week.
- 4.02 The Employer shall post as many "posted shifts" as required to carry out its business.
- 4.03 An employee who reports for work at the request of the Employer, shall be paid a minimum of:
  - (a) Employees working the eight (8) hour shift:
    - (i) a minimum of four (4) hours at the regular rate of pay on straight time days.
    - (ii) a minimum of four (4) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
  - (b) Employees working the ten (10) hour shift:

- (i) a minimum of five (5) hours at the regular rate of pay for the day.
  - (ii) a minimum of five (5) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
- 4.04 All hours worked beyond the hours shown in 4.01 shall be paid at the overtime rate of pay.
- 4.05 Where employees get lunch breaks, work performed during that period shall be deemed to be working time and the employee shall be paid at straight time rates. The employee shall then have the option of:
- taking a later lunch period, or
  - leaving a half hour early, or
  - working until his regular shift end and being paid thirty minutes at the applicable overtime rates.
- 4.06 All employees shall be given up to five (5) minutes before meal time to wash up.
- 4.07 A schedule shall be posted on the Bulletin Board on the Employer's premises. This schedule shall contain the name of each posted employee, his starting and quitting times and his days off each week. Wherever possible employees who have not been scheduled to work will be notified by 5:00 p.m. the night before that they will be required for work the following day.
- 4.08 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work originally directed by the Employer.
- 4.09 The week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
- 4.10 A shift commencing on one (1) day and continuing into the next day, shall be considered as work performed on the day on which the shift commences.
- 4.11 An employee shall have at least eight (8) consecutive hours rest after he has completed a shift. Should he choose to work overtime, his rest period would be reduced by the number of hours so worked. If an employee is called into work without having had eight (8) consecutive hours rest, he shall be paid at the overtime rate of pay until he has had the said eight (8) consecutive hours rest.
- 4.12 Employees returning to work after one (1) or more days of absence shall give notice of return to work to the Dispatcher/Manager or his designate on duty before 12:00 noon of the working day preceding the first (1st) day back to work.
- 4.13 When an employee who is regularly scheduled to work forty (40) hours in a work week, finds that, as a result of shift changes caused by lay-offs and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

#### 4.14 SHIFTS

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

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

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

### ARTICLE 5 - OVERTIME RATES AND PREMIUM RATES

#### 5.01 OVERTIME

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

- (a) All employees working the ten (10) hour shift shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of ten (10) hours up to eleven (11) hours on any one day.
- (b) All employees working the ten (10) hour shift shall be paid two (2) times their hourly rate of pay for all hours worked in excess of eleven (11) hours on any one day.
- (c) For employees on the ten (10) hour shift all hours worked on the fifth (5th) day of the week shall be paid at one and one-half (1½) times their hourly rate of pay.
- (d) For employees on the ten (10) hour shift, all hours worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of the week shall be paid at two (2) times their hourly rate of pay.
- (e) All employees working the eight (8) hour shift shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of eight (8) hours up to eleven (11) hours on any one day.
- (f) All employees working the eight (8) hour shift shall be paid two (2) times their hourly rate of pay for all hours in excess of eleven (11) hours on any one day.
- (g) For employees on the eight (8) hour shift all hours worked on the sixth (6<sup>th</sup>) day of the week shall be paid at one and one-half (1½) times their hourly rate of pay up to eight (8) hours. After eight (8) hours on the sixth day, all hours worked will be paid at two (2) times their hourly rate of pay.
- (h) For employees on the eight (8) hour shift all hours worked on the seventh (7<sup>th</sup>) day of the week shall be paid at two (2) times their hourly rate of pay.

5.02 For all hours worked on a General and/or Proclaimed holiday named in Article 8.01, an employee shall be paid at the appropriate overtime rate times his regular rate of pay in addition to any other compensation the employee may be entitled to pursuant to Article 5.05.

- 5.03 (a) Overtime will be awarded to senior employees who have signed the overtime list in accordance with article 5.04. In the event there are insufficient volunteers to perform overtime work, the overtime work shall be assigned to the employee(s) with the least amount of seniority on the seniority list who have the qualifications, skill and ability to perform the work available.
- (b) In the event that unscheduled overtime work is deemed necessary by the Employer, this unscheduled overtime shall first be offered to the employee directly affected. If all employees at that base of operations with the qualifications, skill and ability to perform the work required refuse the overtime, the junior employee at that base of operations with the qualifications, skill and ability to perform the work required shall work the required overtime. The employer shall not unreasonably deem overtime work as being necessary.
- 5.04 Where an employee wishes to apply for overtime, he shall sign the list posted by the Employer. Should the employee wish to remove his name from the list, he shall remove his name and sign it from this list. The employee should also ensure the Employer has an up-to-date phone number where he may be contacted.

Should the overtime work be scheduled from a location other than employees home location, the employee will be paid when the shift commences from the home location. Where the Employer requires the employee to operate a vehicle while in transit from home location to another location, the shift will commence from the home location.

The Union recognizes that the Employer operates from five locations, namely, Squamish Recycling Centre, Squamish Landfill, Whistler Transfer Station, Pemberton Transfer Station and the D'Arcy Transfer Station. The "home location" of each employee is the location at which he normally works.

5.05 Employees shall be paid the following premiums:

- (a) For all hours worked on the second (2nd) shift of the day with an additional fifty cents (\$.50¢) per hour to be paid.
- (b) For all hours worked on the third (3rd) shift of the day an additional fifty cents (\$.50) per hour to be paid.
- (c) For all hours worked on Saturday and Sunday the employee shall receive an additional twenty-five cents (25¢) per hour.
- (d) The Chargehand shall be paid an additional one dollar and fifty cents (\$1.50) per hour.
- (e) The driver of a truck with a trailer attached shall be paid an additional fifty cents (50¢) per hour.
- (f) For all hours worked while in a "confined space", an additional five dollars (\$5.00) per hour will be paid.

5.06 Employees required to use their personal vehicles on company time to carry out work at another location will receive a mileage allowance based on the rate established by CCRA

annually on a per kilometre basis from their home location to the second location and back. These monies shall be paid by separate cheque in accordance with Article 7.04.

**ARTICLE 6 - CLASSIFICATIONS**

- 6.01 **PROBATIONARY EMPLOYEES:** as defined by Article 10.01, shall receive the rate of pay applicable to the classification in which they are hired, less two dollars (\$2.00) per hour.
- 6.02 **HEAVY EQUIPMENT OPERATOR:** is an employee who is in possession of an appropriate driver's license issued under the Motor Vehicle Act of BC. and who is certified as trained by the Company and required to operate a number of pieces of equipment like a Bulldozer or Excavator.
- 6.03 **EQUIPMENT OPERATOR I** is an employee who is in possession of an appropriate drivers license issued under the Motor Vehicle Act of BC. and is certified as trained by the Company and required to operate equipment like a 966 Loader, Off-Road Dump truck or Mini-Excavator.
- 6.04 **EQUIPMENT OPERATOR II** is an employee who is in possession of an appropriate drivers license issued under the Motor Vehicle Act of BC. and is certified as trained by the Company and required to operate equipment like a Lift Truck , Bobcat, Compactor or Baler.
- 6.05 **TRANSFER STATION OPERATOR-** is an employee who is in possession of an appropriate drivers license issued under the Motor Vehicle Act of BC, is able to work independently, has cash handling experience, can deal effectively with the public, is certified as trained by the Company and required to operate equipment like a Lift-Truck, Bobcat, Compactor or Baler.
- 6.06 **SORTER** is an employee who is required to sort recyclables at any location.
- 6.07 **CHARGEHAND:** is an employee who shall assist management in co-ordinating work at a location. The Chargehand shall not take disciplinary action against an employee.
- 6.08 It is understood that the above descriptions are general in nature because it would be impossible to list all situations which might arise during the working day.

**ARTICLE 7 - WAGE RATES**

7.01 WAGES

	Date of Ratification	May 1, 2006	May 1, 2007
Heavy Equipment Operator	22.75	23.43	24.13
Equipment Operator I	19.33	19.90	20.50
Equipment Operator II, Transfer Station Operator	15.88	16.36	16.85
Sorter	11.00	11.33	11.67

- 7.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedure and Arbitration, as described in Article 14 of this Collective Agreement
- 7.03 If an Apprentice is required to attend Trade School during his normal working hours, there shall be no loss of wages while attending such classes.
- 7.04 The Employer shall pay by electronic deposit each employee every two (2) weeks on a Friday, all wages due, up to and including the previous Saturday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given each employee each and every pay day. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 7.05 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 7.06 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, on the day of termination. If termination occurs at times, other than office hours, the Employer shall pay the terminated employee on the next office working day.
- 7.07 At the time of termination, the employee shall receive his Record of Work.

**ARTICLE 8 - GENERAL HOLIDAYS**

8.01 The following General Holidays shall be recognized by the Employer:

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

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

- 8.02 Employees who have established seniority in accordance with Article 10 and who have worked the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday.
- 8.03 General Holidays will be considered overtime and assigned in accordance with article 5.04 and paid in accordance with article 5.02.
- 8.04 In the event of a General Holiday falling on an employee's regular day off or during annual vacation, he shall receive and choose one of the following:

1. his first scheduled week day/days following his annual vacation as additional day/days off with pay, or
2. another day's wages, or
- 3, another day/days off with pay. Upon request, the lieu day will be taken in conjunction with the employees next set of scheduled days off providing operational requirements are met.

Otherwise, another mutually agreed day may be requested and confirmed within three (3) days of such request.

## **ARTICLE 9 - ANNUAL VACATIONS**

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

- 9.01 Employees who have not completed one (1) year's employment, shall be paid vacation pay based on four percent (4%) of his total earnings.
- 9.02 Employees who have completed one (1) year's employment shall receive pay for or take a vacation of two (2) weeks with pay based on four percent (4%) of his total earnings for the past year.
- 9.03 Employees who have completed four (4) years employment shall receive pay for or take a vacation of three (3) weeks with pay based on six percent (6%) of his total earnings for the past year.
- 9.04 Employees who have completed nine (9) years employment shall receive pay for or take a vacation of four (4) weeks with pay based on eight percent (8%) of his total earnings for the past year.
- 9.05 Employees who have completed fifteen (15) years employment shall receive pay for or take a vacation of five (5) weeks with pay based on ten percent (10%) of his total earnings for the past year.
- 9.06 The Employer shall post a vacation schedule sheet on the employee's bulletin board no later than January 1st of each year and the employees shall post their desired vacation period on the schedule no later than February 28th. On or after March 1st, the Employer shall confirm vacation periods on an individual basis, by seniority, to be completed no later than March 31st.  
  
Failure of an employee to choose a vacation period during the selection period shall result in that employee being given the choice of openings existing after March 31st.
- 9.07 The period from June 15th inclusive to September 15th and Christmas Holiday time shall be considered as "Prime Vacation Time": and any vacation taken during this period shall be a maximum of two (2) weeks per employee, unless mutually agreed that a longer period may be taken.
- 9.08 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled work week.

- 9.09 All annual vacations shall be taken, or pay in lieu of, received within the twelve (12) month period commencing from the employee's anniversary date. Each employee must take a minimum of 2 weeks holiday each year.
- 9.10 Any employee wishing to change his vacation schedule may do so, subject to availability and mutual agreement between the parties.

## **ARTICLE 10 - SENIORITY**

- 10.01 (a) All new employees shall serve a probationary period of forty-five (45) working days within a ninety (90) calendar day period. Should an employee be laid-off or unavailable during this period, his probationary period shall cease to run. A probationary employee may be dismissed at any time during this period, at the Employer's discretion.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.
- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force.
- 10.02 (a) There shall be two (2) types of seniority within the Company's operations in British Columbia:
- (i) Company seniority is the length of continuous service with the Company from the most recent date of hire.
- (ii) Divisional seniority is the length of service of an employee within a division of the Company.
- (b) For the purpose of determining divisional seniority, divisions are defined as:
- (i) Evergreen
- (ii) Carney's
- (c) An employee may only accumulate divisional seniority in the division in which he is working. Upon transfer, by means of a job posting, to another division an employee shall lose his divisional seniority in the division he is transferring from.
- (d) Where an employee has lost divisional seniority as a result of being transferred, by means of a job posting, out of a division he shall pick up that lost divisional seniority upon return to that division and shall retain such divisional seniority, and accumulate further divisional seniority in that division, while he works in that division.
- (e) Unless otherwise specified in this agreement, in the application of seniority, divisional seniority shall be considered first.

- (f) An employee who transfers into another division, by means of a job posting, shall remain in that division for a minimum of one (1) year before being eligible to transfer out into another division. This shall not restrict an employee who is laid off in one division from transferring into another division.
- 10.03 Seniority lists shall be posted by the Employer, at each location, on the bulletin board, quarterly, showing the seniority of each employee at each location up to his last working day of the completed quarter. The Union shall also be supplied with a seniority lists every three (3) months.
- 10.04 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority in the division, qualifications, skill and ability considered. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs shall not be used for discipline or discharge purposes.
- 10.05 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer in their division, with qualifications, skill and ability considered, beginning with the most senior employee and proceeding in turn thereafter.
- 10.06 An employee who has been laid-off and fails to return to work within seven (7) days after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the twenty-four (24) hour notification is issued.
- 10.07 An employee whose lay-off exceeds one (1) calendar year shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing paid to him and he shall be supplied with a Record of Work (if not done previously).
- 10.08 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 10.09 Seniority shall continue when an employee is off work due to an injury received on the job. The employee shall retain his last post position accepted by him, however he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is received within the seven (7) days prescribed in the particular job posting. The Employer shall contact all employees to whom this Clause applies to advise them of any relevant vacancies and the time within which applications must be received.
- 10.10 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.

- 10.11 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 10.12 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work.
- 10.13 Where the Union and the Employer agree to an employee working for a "trial period" in a "Management" position, the following criteria shall be met, prior to the initiation date of the trial period:
- (a) The employee shall personally request a withdrawal card from the Union and personally present it to the Employer.
  - (b) The employee's seniority shall continue to accrue from the initiation date of the trial period and his vacant position be posted. If he returns to the bargaining unit prior to one hundred and twenty (120) calendar days, he shall return by seniority.
  - (c) The trial period shall not exceed one hundred and twenty (120) calendar days.
  - (d) Should the employee return to the bargaining unit after one hundred and twenty (120) calendar days, the employee shall be considered a new employee with no seniority rights.
  - (e) The Employer and the Union shall exchange letters of acknowledgement of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at the time of commencement of the trial period.
  - (f) The Union shall be given fourteen (14) days' notice, in writing, of the employee's return to the bargaining unit or promotion to management.
- 10.13 Seniority of an employee shall be completely lost if he:
- (a) quits
  - (b) is discharged (terminated for cause)
  - (c) works for another employer while absent from his employment with the Company when he is on official leave of absence.

## **ARTICLE 11 - GENERAL**

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

- 11.02 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Stewards shall advise their immediate supervisor when requiring time to carry out his duties.
- 11.03 The Employer shall allow time off work, without pay, to 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 operations of the Employer. There shall be no more than one (1) employee, for such Conference or Function, off at any one (1) time.
- 11.04 Union notice boards shall be provided at each location. Such boards are to be used for notices pertaining to the Union employees only.
- 11.05 Representatives of the Union, after notifying the Employer, shall have reasonable access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement.
- 11.06 Where the Employer requires an employee to wear a uniform or any special clothing, the Employer shall supply, launder and maintain such clothing in good condition. Where any question arises, as to special clothing for any unusual work condition, the question shall be settled by mutual agreement between the Union and the Employer.
- 11.07 All personnel shall be supplied with coveralls, shirts and gloves as provided in Article 11.09 except that employees at the Squamish recycling center will not be responsible for laundering and maintaining their coveralls. Wet gear and rubber footwear shall be available as the situation warrants.
- 11.08 The employer shall provide potable water as well as washing and shower facilities at each base of operations.
- 11.09 The Employer shall provide three (3) pairs of coveralls to all employees every twenty-four (24) months. One (1) pair of coveralls shall be replaced on a pair for pair basis once every twelve (12) months or on an as needed basis.
- Employees will wear, launder and reasonably maintain their coveralls.
- All employees shall be supplied with gloves on a pair for pair return basis.
- Shirts: The Employer shall provide two (2) shirts to each employee every twelve (12) months or on an as needed basis.
- 11.10 All employees covered by this Collective Agreement shall be reimbursed up to \$150.00 per calendar year as a boot allowance when receipts are provided.
- 11.11 The Employer will pay the cost of the Occupational First Aid Level One training course for any employee who wishes to take it.
- 11.12 The Employer agrees to the reimbursement of course fees to an employee when he is improving himself in his line of work. In order to qualify for reimbursement, the employee must receive approval from the Employer in advance of taking the course and must successfully complete the course.

## **ARTICLE 12 - LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY**

### **12.01 LEAVE OF ABSENCE**

Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld.

### **12.02 BEREAVEMENT LEAVE**

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, a three (3) day leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for actual hours lost from his regular schedule. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, grandparents, mother-in-law and father-in-law. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer and without pay. Step-mother and step-father shall be deemed as mother and father.

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

### **12.03 JURY DUTY**

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

An employee, who is summoned to appear for an action (as described above) as juror or witness shall receive his regular wages during such period up to a maximum of three (3) days, providing such time is on his regularly scheduled work day and/or days. The employee shall assign all monies received by him for such duties to the Employer except travel expenses and meal allowances not paid for by the Employer.

## **ARTICLE 13 - JOB VACANCIES AND POSTINGS**

13.01 The Company shall fill job vacancies or new positions from within the individual divisions bargaining unit where possible. Where two or more applicants have the qualifications, skill and ability the senior qualified applicant shall be awarded the position. Those senior applicants who have not been offered the opportunity to sign the training lists as per Article 13.04 shall be awarded such positions and receive training in such positions. When filling a job vacancy or new position, seniority shall be considered as follows: divisional seniority, company seniority, new hires. Each divisional bargaining unit stands alone in its seniority rights.

(a) All postings shall include the division, classification, base of operation, the hours of the shift, the job function and the days of the week.

- (b) When an employee is off work due to illness, vacation, and/or any other short-term absence, the vacancy created shall be filled by another employee but does not qualify as a continuing vacancy.
  - (c) This "notice" shall be posted for seven (7) days and shall be awarded by close of business on the seventh (7<sup>th</sup>) day. Successful applicants will begin working in the posted position within two (2) weeks of the award of the posting.
  - (d) Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire seven (7) day period shall be given an opportunity to apply for this posting.
- 13.02 Seniority shall be the governing factor in filling job vacancies. An employee who applies for job vacancies shall have a thirty (30) day trial period to allow for training. If after designated training, the employee has not achieved a reasonable minimum standard or the employee requests, the employee shall return to his previous position. The job vacancy left by the employee
- 13.03 The Employer shall give seven (7) days' notice to cancel a posting.
- 13.04 The Employer shall ensure that each and every employee has received the appropriate training to effect any safe work method or operation of any equipment necessary for the employee working in his respective classification.

The employer will post a sign-up list for training opportunities on an as needed basis. Such postings shall be awarded in accordance with Article 13.01. Employees who receive training in a classification must be prepared to be assigned work in that classification. If all trained employees refuse a particular job at a location the junior qualified employee shall be assigned.

Upon completion of the appropriate training the employee shall be subject to an assessment by the Employer to determine if the employee has achieved a reasonable standard. Any employee who has failed the assessment procedure shall have the right to request that a written copy be provided to him by the Employer.

- 13.05 Should no employee apply for the job vacancy, the Employer shall notify LAID-OFF employees, who retain seniority recall rights to the Collective Agreement, and advise them of the job vacancy.
- 13.06 In the event of a reduction of postings, an employee shall have the right to exercise his seniority and "bump" into another posting in that division provided that employee has been certified for that classification. (Note: The Company has agreed that all employees will be certified in their current classifications by April 30, 2006.)

## **ARTICLE 14 - GRIEVANCE PROCEDURE AND ARBITRATION**

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

- (a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
- (b) The Management designate, the employee, the Shop Steward and/or Union Representative shall meet within seven (7) days from the date on which the grievance was filed with the Employer to endeavour to resolve the grievance.

If the parties are unable to resolve the grievance within five (5) days, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties shall agree on a single arbitrator. The arbitrator shall hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

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

The Arbitration Board shall have the power to order, if it deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the board shall constitute the award. The decision of the board shall be binding on both parties.

14.03 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.

14.04 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

14.05 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

14.06 Disciplinary documents will be removed from an employee's file after two (2) years from the date the document was received by the employee.

## **ARTICLE 15 - SAFETY AND TRAINING**

15.01 The Employer agrees to cover all employees with the provisions of the Workers' Compensation Act.

15.02 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.

15.03 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to operate any equipment that is not in safe

operating condition until such vehicle has been approved by the Mechanic, Chargehand and/or the Manager as being safe.

- 15.04 .An employee representative and an employer representative from Evergreen shall be included with the Carney Waste Systems Health and Safety committee.
- 15.05 The Employer shall forward, upon request, all O.H.S. committee meeting minutes to the Union.
- 15.06 Any costs associated with the inoculation of employees for the prevention of hepatitis or tetanus shall be paid by the Employer.

#### **ARTICLE 16 - HEALTH AND WELFARE**

- 16.01 Employees who have successfully completed the probationary period shall be enrolled on the Health and Welfare Benefit Plan and coverage shall be effective the first day of the following month, but no later than sixty (60) days from the end of the probationary period. Benefits shall continue for employees maintaining a minimum of thirty (30) hours of work per week which shall be averaged over each quarter year.
- 16.02 The Company agrees to pay the premiums of and to carry the Health and Welfare Plans it currently carries on behalf of the employees.

The Company agrees to provide to the Union, copies of the Plans currently in effect.

- 16.03 The employees and family members who are covered by the Health and Welfare Benefits will be provided with Vision Care Benefits. Reimbursement of prescription eyewear will be fifty percent (50%) of the cost of such eyewear, up to a maximum cost of two hundred and fifty dollars (\$250.00) per person in any twenty-four (24) month period.

#### **ARTICLE 17 - PENSION PLAN**

- 17.01 As of date of ratification the Employer shall make contributions on behalf of all employees at the rate of two dollars (\$2.00) per hour for each hour worked and for each hour attributed to General Holidays and Annual Vacations.
- 17.02 The Employer is required to report on forms provided by the Operating Engineers' Plan office.

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

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

#### **ARTICLE 18 - STRIKES AND LOCKOUTS**

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

**ARTICLE 19 - LIFE OF AGREEMENT AND RENEWAL**

19.01 This Agreement shall become effective as the date of ratification of the Memorandum of Agreement and shall remain in full force and effect until April 30, 2008 and each succeeding anniversary thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the expiry date or that date any year thereafter.

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

19.03 Should either party give written notice to the other party pursuant to this Agreement, this Agreement shall remain in full force and effect until the Union legally strikes or the Company legally locks out, or the parties shall conclude a renewal or revision of the Agreement or conclude a new Collective Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EVERGREEN PROJECTS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

EVERGREEN PROJECTS LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EVERGREEN PROJECTS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

EVERGREEN PROJECTS LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

By their signatures below the above referenced Parties agree that the Company will cross-train all it's full-time employees at the Whistler Transfer Station in the operation of all equipment for loading or sorting materials at the transfer station.

These training opportunities will not be subject to the training opportunity list in Article 13.04.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EVERGREEN PROJECTS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

EVERGREEN PROJECTS LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

By their signatures below the above referenced Parties agree to meet to consider modifications to the terms and conditions of the Collective Agreement for the purpose of securing business opportunities in the Special Projects Area. If any mutually agreed to modifications are reached they shall be by a Letter-of-Understanding and may be for one (1) project and/or for a specific period of time.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EVERGREEN PROJECTS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #6**

BY AND BETWEEN:

EVERGREEN PROJECTS LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

By their signatures below the above referenced Parties agree that from time-to-time the Company enters into contracts which require the engagement of dependent contractors.

When this occurs, the contract between the Company and the dependent contractor shall establish the terms and conditions of employment for the contractor. The exception to this shall be that Articles 3.01-3.06 and Article 14 of the Collective Agreement shall apply.

For the current D'Arcy and Pemberton transfer stations, the Company agrees that toilet facilities and hand cleaner will be made available to the employees.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EVERGREEN PROJECTS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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