

COLLECTIVE AGREEMENT

Between

RIDGE MEADOWS RECYCLING SOCIETY

and the

**INTERNATIONAL LONGESHORE AND
WAREHOUSE UNION, LOCAL 522**

Effective Date of Ratification from January 1, 2008 to December 31, 2012

Jan. 1, 2008

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ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Society. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Use of Terms

Where any gender term or singular is used in this Agreement, the same shall be construed as meaning either gender or plural unless otherwise specifically stated.

1.4 Human Rights Code

The parties hereto agree to abide by the requirements of the Human Rights Act of British Columbia.

1.5 Confidentiality Contract

Ridge Meadows Recycling Society (RMRS) administers a supported work program for people with developmental disabilities, under contract to the Ministry for Children & Family Development. As a condition of funding RMRS guarantees "to treat as confidential all information gained with respect to any adult and ensure the same confidentiality in all employees." Therefore all employees are required to fulfil the terms and conditions of the RMRS's confidentiality contract. Failure to comply will result in immediate termination.

1.6 The Work of the Society

Volunteers, Supported work program participants, managers, supervisors and bargaining unit employees will continue to do work in accordance with past practices.

1.7 Definition of Employees**(a) Regular full time employee status**

Regular full time employees are those full time (35+ hours per week) employees who have successfully completed twenty six (26) weeks, or equivalent, of full time employment.

(b) Regular Part-time employee status.

Regular part-time employees are those part-time (less than 35 hours per week) employees who have successfully completed twenty six (26) weeks of full time employment (910) hours & are employed at regularly scheduled hours. If after fifty two (52) weeks of uninterrupted work from start date a regular part-time employee does not have 910 hours, they will be deemed to be a regular part-time employee.

(c) Probationary Employees

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A new employee is considered a probationary employee until after the successful completion of twenty six (26) weeks of full time employment or 910 hours of work. During this twenty six (26) week period the probationary employee must demonstrate the ability to meet the requirements of the specific position for which recruited. If after fifty two (52) weeks of uninterrupted work from start date a probationary employee does not have 910 hours, they will be deemed to have completed the probationary term.

Hours worked in the following classifications do not count towards probationary hours

(d) Temporary Employees (not in bargaining unit)

A "temporary employee" shall mean an employee, other than a probationary, regular full time or regular part time employee, who is employed to augment the regular staff for a limited period. Such periods shall not exceed thirteen(13) weeks unless mutually agreed to by the parties.

(e) Special Projects Workers (not in bargaining unit)

A "special project worker" shall mean a person, other than a probationary, regular full time, regular part time or temporary employee, who is employed on a special project of limited duration based on project specifications. The employer agrees to notify & discuss any Special Project Workers at the Employee/Management committee.

(f) On-Call Worker (not in bargaining unit).

An "On-Call Worker" is a temporary employee called in on a daily basis to replace a regular employee who is away from work, as per their rights under Article 18, 19 or 20. The list of "On-call Workers" will be supplied & updated to the Union. The on-call list cannot exceed six (6) names. The Employee/Management committee will deal with any dispute relating to people on this list.

1.8 No Discrimination

The Employer and the Union agree that neither party will exercise discrimination or coercion with respect to any employee in the matter of training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, physical or mental handicap nor by reason of her membership or activity in the Union.

1.9 Harassment

(a) The Union and Employer recognize the right of employees to work in an environment free from personal or sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) Personal harassment means repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating, and is not reasonably necessary for the Employer's operations.

1.10 Evaluation Reports

The evaluation process is a two-way discussion between the employee and the Supervisor. The

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purpose of the evaluation is to identify the employees' strengths and weaknesses with a view to helping overcome weaknesses and maximizing the employee's strengths. One week prior to the meeting date, the employee will be given a Performance Evaluation Form to complete based on self evaluation, so as to come prepared to discuss and review the topics, agree on a performance level code and set some definite goals and behaviour objectives. Reviews will be at 3 months, 6 months, annually or under special circumstances. All meetings will be held in the boardroom. At the end of the meeting, the supervisor will sign the completed evaluation and allow the employee time alone to sign and if desired check the box for "Requesting further Review", then deliver the completed form to the Human Resources Department. If the employee requests further review, Human Resources will follow up with both parties & the shop steward will be included at the employee's request. No changes will be made to this document after it has been signed by both parties. The Performance Evaluation becomes part of the employee's permanent personnel file.

1.11 Personnel File

- (a) Every employee will have a confidential personnel file kept in the Human Resources Department. An employee may review this file together with a Human Resource Department representative at any time convenient to both parties. Personnel files may not be removed from the premises.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.
- (c) Upon request, a shop steward to be included in (a) – (b).
- (d) Upon an employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction of a similar nature.

1.12 Employee's Responsibility

It is the employee's responsibility to provide the Employer with an up-to-date telephone number and address.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees employed by Ridge Meadows Recycling Society, certified by the International Longshore and Warehouse Union Canada (ILWU), Local #522, except those excluded by mutual agreement of the Parties or by the current Labour Statutes. New positions created by the Employer, excluding supervisory and management positions, following the date of signing of the Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties or by the current Labour Statutes.

2.2 Bargaining Agent Recognition

The Employer recognizes the International Longshore and Warehouse Union Canada as the exclusive bargaining agent for all employees covered by the bargaining unit.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be forwarded to the Vice President of the Union and the

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Executive Director of the Society.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any Article in this Agreement, shall be forwarded to the Vice President of the Union.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select Stewards.
- (b) The Union agrees to provide the Employer with the names of the two (2) employees designated as stewards. A steward, or her alternate, shall obtain the permission of the immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. Where possible, stewards will perform their duties outside of normal working hours. On resuming her normal duties, the steward shall notify her supervisor.
- (c) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature; such as safety, harassment.
 - (2) assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) attending meetings at the request of the Employer; and or Union.
 - (4) supervision of ballot boxes and other related functions during ratification votes.

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, the sites to be determined by mutual agreement. The Union will submit information to be posted, to the Executive Director or designate before posting on the bulletin board.

2.7 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards for the Employer's place of operation, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.8 Right to Refuse to Cross Picket Lines and Emergency Services

- (a) Right to Refuse to Cross Picket Lines
 - (1) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the current Labour Statutes of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay.
 - (2) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (b) Emergency Services

The Parties recognize that in the event of a strike or lockout as defined in the current Labour Statutes of British Columbia situations may arise of an emergency nature. To this end, the

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Employer and the Union will agree to provide services of an emergency nature such as those precipitated by acts of God, fire, flood, impending theft, threat to the facility.

2.9 Time Off for Union Business

- (a) Without Pay :** Leave of absence without pay and without loss of seniority will be granted:
- (1)** for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment or to attend conventions of the Union and bodies to which the Union is affiliated. Time off will not exceed ten (10) working days per year, unless mutually agreed;
 - (2)** for an employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee:
 - (3)** to employees called by the Union to appear as witnesses before an Arbitration Board.
- (b) With Pay:** Leave of Absence with pay and without loss of seniority will be granted:
- (1)** to employees who are representatives of the Union on the Union Bargaining Committee to leave their employment to carry on negotiations with the Employer; "The number of employees receiving pay at one time under this Article shall not exceed two (2)."
 - (2)** to stewards, or their alternates, to perform their duties pursuant to Article 2.5.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of this Article, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

ARTICLE 3 - UNION SECURITY

The Employer agrees that all present and all future employees, as defined in 2.1, must be members of the Union and remain in good standing throughout the life of this Agreement.

ARTICLE 4 - COMPULSORY CHECK-OFF

On receipt of written authorization, the Employer shall deduct from the monthly wages of each employee in the bargaining unit all union dues and/or assessments on behalf of the Union. Such monies shall be deducted bi-weekly and shall be paid to the Secretary Treasurer of the Union within fifteen (15) days following the end of each month, accompanied by a list of the employees for and on behalf of whom such deductions have been made. All deductions made on behalf of the Union will be included on employee's T4 slips.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-off. New employees shall be advised by the employer, of the names and location of all stewards in the bargaining unit with updated information provided by the Union. Whenever possible, the employer will introduce new employees to the steward(s) during the initial orientation tour.

The Employer agrees that a Union steward shall schedule a time to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. New Employees will be advised that a copy of the Collective Agreement is available

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on the Union Board.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

The management of the Employer's business, and the direction of the working forces, including but not limited to the hiring, firing, promotion and demotion of employees, is vested exclusively in the employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all the rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

The Union shall supply the Employer with the names of its officers with whom the Employer may be required to transact business and similarly the Employer shall supply the Union with the name of the Executive Director or designate with whom the Union will be able to transact business. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

7.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the Executive Director or designate in advance of their intention and their purpose for entering and shall not interfere with the care and custody of the clients and the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to Union representatives or stewards, temporary use of office or similar facility.

7.4 Employee/Management Committee

- (a) An Employee/Management committee shall be established consisting of not less than two (2) employee representatives and two (2) employer representatives. Such committee shall meet as required at a mutually agreeable time and place. Such meetings will be during working hours without loss of pay. An employer representative and an employee representative shall alternate in chairing the meetings. The employee/management committee shall be concerned with the promotion of sound employee/management relationships and shall make recommendations to the employer and the union.
- (b) Such committee shall meet at least once every sixty (60) days provided that the agenda shall be set a minimum of one (1) week in advance. If neither party has an agenda item the meeting will be cancelled.
- (c) Unscheduled meetings on request with 3 days notice.

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ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Right to Grieve

Any individual employee or group of employees or the Union or the Employer shall have the right at any time to present grievances under the procedure outlined in this Agreement. Grievances must be filed within fourteen (14) calendar days (excluding stats) of the date of occurrence or at the end of an ongoing occurrence or they shall be considered abandoned.

8.2 Steps of Grievance Procedure

The following steps constitute the recognized grievance procedure under this Agreement:

- (a) The matter shall be discussed between the shop steward and immediate supervisor. Failing settlement, step (b) may be invoked.
- (b) The matter shall be discussed among the shop steward, the employee, the immediate supervisor and the Executive Director (or designate). Failing settlement, step (c) may be invoked.
- (c) The matter shall be discussed between the Executive Director (or designate) and the Union representative. Failing settlement, step (d) may be invoked.
- (d) The parties shall discuss and agree on the next step, which might be mediation, conciliation, mediated arbitration or arbitration, in this order. The parties will place a priority on mediation over arbitration as a procedure which facilitates a more mutually satisfying outcome.
- (e) Failing settlement at any step, the parties agree that the grievance may proceed to the next step within fourteen (14) calendar days (excluding stats).
- (f) Grievances not appealed to a subsequent step of the grievance procedure within fourteen (14) calendar days (excluding stats) of a decision in writing, shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.
- (g) Procedures covering all steps of the grievance procedure may be extended by mutual agreement.
- (h) The parties may by mutual agreement expunge any decisions, or steps.

ARTICLE 9 - CONFLICT RESOLUTION

9.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement or where an allegation is made that a term or condition of this Agreement has been violated, either party may pursue such grievance under Article 8.

9.2 Definition of Conflict Resolution Models

- (a) **MEDIATION:** When a neutral third party intervenes between conflicting parties to assist them in reconciling their differences or resolving their dispute. The mediator facilitates the process and does not impose a resolution.
- (b) **CONCILIATION:** When a neutral third party acts as a go-between with two parties in order to re-establish a relationship and/or arrive at a resolution to a problem.
- (c) **MEDIATED ARBITRATION:** When a neutral third party intervenes between conflicting parties to assist them in reconciling their differences or resolving their dispute. The mediator facilitates the process and in the end will impose a resolution.
- (d) **ARBITRATION:** When a neutral third party makes a decision that is binding on the disputing parties.

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9.3 Assignment of Conflict Resolution Facilitator

- (a) Assignment of a facilitator under Article 8.2 (d) shall come from a mutually agreed list or as per B.C. Labour Relations Code Part 8, Division 4, Section 105.
- (b) The parties shall agree on a list of facilitators for the purposes of Article 8.2 (d).
- (c) Anyone coming from the list shall be assigned on a rotating basis.

9.4 Procedure

The facilitator may determine their own procedure in accordance with the current Labour statutes and shall give full opportunity to all parties to present evidence and make representations. The facilitator shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

9.5 Decision of Arbitrator

If the parties agree to mediated-arbitration or arbitration, the decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.6 Expenses of Conflict Resolution

The union and the employer shall each pay one-half (½) of the fees and expenses of the facilitator.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL**10.1 Discipline**

- (a) The employer agrees to employ "Progressive Discipline." 'Progressive Discipline is a series of increasingly serious steps taken by an employer that are designed to deter an employee from continuing to demonstrate unacceptable conduct or actions. It should be emphasized that the primary objective of progressive discipline is to correct the problem rather than punish the offender.'
- (b) The employer agrees to employ a "Progressive Discipline Program" as detailed in the table below: 'A progressive discipline program recognizes the 'severity of the offence' and bases disciplinary actions on the severity of the offence as well as the times the 'offence is repeated.'

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PROGRESSIVE DISCIPLINE PROGRAM				
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Employee Infractions	Incompetence Disregard of Safety Regulations Loafing or wasting time Insolence or inappropriate attitude Repeated absences (see 10.7) Lateness	Misrepresentation of Absence Sleeping during working hours Refusing to do work as requested Careless use of company equipment	Leaving work without authority Falsification of documents or records On the job use of intoxicating substances Racial, Sexual or Personal harassment	Any violent or fraudulent criminal conviction Fighting Immoral or indecent conduct Any indictable offence against the employer Bribery Theft Driving company vehicles while under the influence of intoxicating substances
<u>Diciplinary</u>	<u>Actions</u>			
(1st Time)	Verbal warning	Written warning	3 day suspension without pay	Dismissal
(2nd Time)	Written warning	Final Warning	Dismissal	
(3rd Time)	Final warning	Dismissal		
(4th Time)	Dismissal			

10.2 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.3 Right to Grieve Other Disciplinary Action

An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel file. The Employer further agrees not to introduce as evidence in any hearing any document from the file of an employee the existence of which the employee was not aware at the time of filing.

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Upon an employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction of a similar nature.

10.4 Right to Have Union Representative Present

- (a) An employee shall have the right to have his steward present at any discussion with supervisory personnel where a supervisor intends to discuss or issue discipline. The supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his steward, providing that this does not result in any undue delay of the appropriate action being taken. This Article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in any undue delay of the appropriate action being taken.

10.5 Dismissal during Probation

The Employer may reject a probationary employee for cause. Cause shall be determined by considering factors in overall suitability for the specific position. A rejection during probation shall not be subject to Article 10.2 of this agreement.

10.6 Self Termination

An employee, who is absent for three (3) consecutive days, without authorization from the employer, shall be considered to have terminated their employment, unless there are extraordinary circumstances.

10.7 Repeated absences / Unpaid Leave

Regular full-time employees will be allowed to use twelve (12) unpaid days off per calendar year, based on regularly scheduled hours for unplanned unauthorized time off. Regular part-time employee will be allowed a pro-rated number of days off per calendar year. Ie: A person who scheduled 2 days per week will be entitled to 40% of 12 day or 4.8 days per calendar year.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"Seniority" means an employee's service with the Employer based on start date. Seniority is determined by the Union and may or may not be granted based on the circumstances. Members must apply to the Union in writing.

11.2 Seniority List

The Employer will prepare and post once every three (3) months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employees' name;
- (2) start date of the employee;
- (3) employee's current position title;

11.3 Loss of Seniority

(A) Seniority is determined by the Union and may or may not be granted based on the circumstances. Members must apply to the Union in writing.

(B) An employee shall maintain seniority if she is absent from work with pay or is on an

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Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor and /or steward, indicating positions they would accept should a vacancy occur while they are absent. Such letters of preference will only be valid for the duration of the vacation.

ARTICLE 13 - LAYOFFS AND RECALLS

13.1 Definition of Layoff

Layoff means the termination of an employee's employment because of a lack of work or because of a discontinuation of a function or program.

13.2 Role of Seniority in Layoffs

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee affected by a layoff may bump an employee who has less seniority, provided that he has the necessary qualifications and ability to fill the position. The right to bump shall not include the right to bump into a higher rated position or into any special project position.
- (b) It is understood that the employee who bumps shall receive the rate of pay for the new position.
- (c) An employee bumping into a position where the duties are not substantially the same or similar in nature, shall be required to serve a trial period, as detailed in Article 12.3.

13.3 Recall Procedure

Employees shall be recalled in order of their service seniority for a period of one year provided they are qualified and suitable to perform the duties of the position.

13.4 No New Employees

New bargaining unit employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.5 Advance Notice of Layoff

The employer shall provide written notice of layoff to permanent employees, ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, she shall be paid in lieu of work for that part of the ten (10) days during which work was not made available. (Ten (10) days advance notice or pay in an amount equivalent to ten (10) days.)

13.6 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step (a), Article 8.2, of the grievance procedure.

13.7 New Work Units

Where operational changes result in a new area of operation, then the parties will meet to determine whether a new work unit has been created or whether an extension to an existing work unit has been created. If this issue is not mutually agreed, then the matter will proceed to arbitration as per Article 9 herein and the arbitrator shall decide the issue.

13.8 Severance Pay

A permanent employee (post probation) is entitled to written notice of layoff or pay in lieu in the

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amount equivalent to the period of notice required. The length of notice varies according to the length of continuous employment:

6 consecutive months employment = 2 weeks notice or pay in lieu

3 consecutive years employment = 3 weeks notice or pay in lieu

1 additional week notice or pay in lieu for each subsequent completed year of service to a maximum of 10 weeks.

Upon written notice of layoff, a permanent employee may choose severance pay in lieu of notice, in amounts under the conditions as follows:

- (a) an employee who has completed six (6) months of continuous service will receive two (2) weeks pay;
- (b) an employee who has completed three (3) years of continuous service will receive one (1) additional weeks pay for each subsequent completed year of service to a maximum of ten (10) weeks pay;
- (c) an employee choosing severance pay must do so in writing before the actual date of the layoff;
- (d) once an employee has chosen severance pay he will be deemed to have resigned his position.
- (e) severance pay will be prorated for permanent part-time service;
- (f) severance pay will not be paid where the employee is terminated for just cause.

13.9 Worksite Closure

- (a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of worksite closures on the employees.
- (b) In the event of any worksite closure, there shall be established a Joint Committee in order for the Employer to consult with the Union. The Committee shall be composed of members equal in number representing the Employer and the Union.
- (c) The Committee shall identify vacancies available and will recommend the placement of affected employees in such vacancies provided that they have the qualification for the new position. There shall not be a violation of Article 12 where the Joint committee recommends a placement under this Article. It is understood that the placement of affected employees will be in equivalent positions. The Employer agrees not to unreasonably withhold agreement to the Committee's recommendation.

ARTICLE 14 - HOURS OF WORK

14.1 Days of Operation - 7 days per week

Regular scheduled hours will be based on a shift to a maximum of 8 hours between the hours of 6am to 8pm or as necessary to meet operational requirements.

Scheduled shifts will be issued with the employment letter and confirmed within the first week of employment based on operational requirements.

- a) Temporary shift changes will be made by mutual agreement or with 5 working days notice.
- b) Permanent shift changes will be made by mutual agreement, if possible. Failing mutual agreement, changes will be based on seniority, with 10 working days notice.

14.2 Work Schedules

- (a) Employees working on shifts may be subject to changes in scheduled days off; however, such changes shall be in accordance with the provisions of this Agreement.

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- (b) Shifts subject to rotation will be rotated on an equitable basis among the employees involved.
- (c) Employees required to work shifts shall receive two (2) consecutive unpaid days off within a seven (7) day period. This may be changed by mutual agreement.
- (d) Non-shift employees shall receive two (2) unpaid days off per week. Days off will be consecutive where practicable.
- (e) Schedules for classifications such as Educational and Outreach positions may be subject to changes to meet operational requirements, however, employees in those classifications will not be required to exceed eighty (80) hours in a two-week period. Changes in schedules will be made by mutual agreement.

14.3 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workdays. The length of the meal period shall be not less than thirty (30) unpaid minutes and not more than sixty (60) unpaid minutes.
- (b) Where the Employer determines that the meal periods cannot be taken away from the work station, such meal periods shall be considered as time worked, and included in the paid work schedule.

14.4 Rest Periods

All employees shall receive a fifteen (15) minute rest period within each four (4) hours, or a major portion of, on any shift.

14.5 Minimum Hours

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to five (5) hours at the regular rate.

ARTICLE 15 - OVERTIME

15.1 Overtime Entitlement

- (a) A full-time employee will be entitled to compensation for authorized overtime in excess of:
 - (1) 40 hours per week;
 - (2) 8 hour per day;
- (b) Overtime entitlement shall be calculated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

15.3 Sharing of Overtime

Overtime work shall be allocated as equally as possible amongst the qualified staff.

15.4 Overtime Compensation

- (a) Overtime worked shall be compensated with pay as follows:
 - (1) time and one-half for the first two (2) hours in excess of the full-time regular hours as contained in clause Article 15.1 (a) of this Agreement;
 - (2) double time for hours worked in excess of (1) above;

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- (3) the computation of overtime in (1) and (2) is to be on a daily basis and not cumulative.
- (b) An employee who works on a designated holiday which is not a scheduled workday shall receive his regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's Day when the additional compensation shall be at the rate of two and one-half (2½) for all hours worked.

15.5 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of three (3) hours overtime before or after his scheduled full-time shift shall be provided with a meal or shall be reimbursed as provided for in Article 25.11.
- (b) An employee shall be entitled to take his overtime meal period away from the work station. Where the Employer determines that this cannot be done, the meal period shall be considered time worked and compensated for at applicable overtime rates.
- (c) This Article does not apply to an employee who is away from their normal work location on Employer business and who would normally be entitled to claim expenses in accordance with Employer policy.

15.6 Right to Refuse Overtime

- (a) Employees shall have the right to refuse to work overtime, except when required to do so in emergency situations or as in "C" below.
- (b) In non-emergency situations, where all qualified employees exercise the above right, the Employer may require the least senior qualified employees to perform such overtime work.
- (c) For the purpose of this clause the union recognizes the importance of completing the collections routes each day to ensure the maintenance of the contract, & will ensure all but one of the union trucks are staffed until the completion of all routes. If a driver or swamper is unable to work until the routes are completed, he will advise the supervisor by noon and the supervisor may replace the employee with another for the remainder of the day.

15.7 Callout Provision

An employee who is called back to work outside of regular working hours shall be compensated at overtime rates with a minimum payment of three (3) hours.

15.8 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the hours described in Article 15.1 (a) of this Agreement.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the hours described in Article 15.1 (a) of this Agreement.

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- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above as described in Article 15.4 of this Agreement.

15.9 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift that fall within the eight (8) hour period unless the employee has requested the additional shift.

ARTICLE 16 - PAID GENERAL HOLIDAYS

16.1 Paid General Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Remembrance Day	Victoria Birthday
Christmas Day	Canada Day	British Columbia Day
Boxing Day	Easter Sunday OR Monday	

Any other holiday proclaimed as a statutory holiday by the Federal, Provincial or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

- (a) **Eligibility:** To qualify for paid general Holiday pay, an employee must have worked 15 shift or 120 hours in the previous 30 days prior to the holiday and work their last scheduled shift prior to the holiday and their first scheduled shift the day after unless mutually agreed otherwise.

16.2 Holidays Falling on Saturday or Sunday

For the permanent full-time employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Article already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

16.4 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a statutory holiday to which he is entitled falls within that period, an additional day of vacation shall be granted in lieu thereof.

16.5 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

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16.6 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his regular position for a majority of the sixty (60) working days preceding his holiday, in which case he shall receive the higher pay.

16.7 Holiday Falling on a Working Day

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for hours worked, plus a day off with pay in lieu of the holiday, except for Christmas and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

ARTICLE 17 - ANNUAL VACATION**17.1 VACATION PAY:** The number of years of continuous service beginning on employment date.

- (a) Regular employees will earn vacation pay on the following basis:
- | | |
|--|--------------------|
| a: Employment date to the end of 2 years | 4% of gross wages |
| b: Beginning of 3 rd year to end of 4 years | 8% of gross wages |
| c: Beginning of 5 th year to end of 9 years | 10% of gross wages |
| d: Beginning of 10 th year to end 12 years | 12% of gross wages |
| e: Beginning of 13 years and more | 14% of gross wages |
- The accumulated total vacation pay available will be reported bi-weekly on the paystub.
- (b) Vacation pay is calculated by multiplying the yearly gross wages by the percentage above.
- (c) Gross wages includes all wages earned and approved leaves with pay.
- (d) Vacation pay may be withdrawn separate from vacation time taken.
- (e) Temporary employees shall receive vacation pay as per Employment Standards.
- (f) An employee shall receive an extra day of vacation with pay for any of the holidays listed in Article 16 which fall within their vacation period.

17.2 VACATION TIME

- (a) Vacation time is earned as follows:
- | | |
|---|---------|
| -after 1 year service to the end of 2 nd year | 2 weeks |
| -beginning of 3 rd year to the end of 4 th year | 3 weeks |
| -beginning of 5 th year to the end of 9 th year | 4 weeks |
| -beginning of 10 th year to the end of 12 year | 5 weeks |
| -beginning of 13 th years & more | 6 weeks |
- (b) All vacation time must be taken within the calendar year.

17.4 VACATION SCHEDULE AND PREFERENCE

- (a) Vacation preference within the work unit shall be on the basis of service seniority. Schedules shall be completed and approved by April 15th of each year. Employees who do not indicate their selection by April 15th shall not be able to exercise their seniority rights for that year and shall be required to give thirty (30) calendar days notice. Vacation selection shall be subject to operational requirements. Duplicate copy's of request forms will be issued to employee at time of submission, and duplicate of final approval by April 15th.
- (b) Employees may split their vacation entitlement into weekly blocks. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the

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third vacation period, but only after all other "first" and "second" vacation periods have been posted.

- (c) Vacation schedules, once approved by the Employer, shall not be changed, other than in the case of emergency, except by mutual agreement between employee and Employer.
- (d) Vacations will be granted at the time most desirable by employees but will not conflict with the essential requirements of the Society.
- (e) All vacation time must be taken within the calendar year.

17.5 APPROVED LEAVE OF ABSENCE WITH PAY DURING VACATIONS

When an employee is qualified for leave under Article 19, there shall be no deduction from the vacation for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

17.6 CALL BACK ON VACATION

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

17.7 VACATION PAY UPON DEATH

Earned but unused vacation pay shall be made payable upon termination due to death, to the employee's beneficiary or where there is no beneficiary, to the employee's estate.

17.8 REQUEST FOR VACATION PAY

On or before the last working day preceding commencement of his vacation, the employee will receive any cheques that would normally be due during the period of vacation. Preparation of cheques will be dependent upon the Administration Office's receipt of at least two (2) weeks notice of the request to take vacation on that date.

17.9 VACATION RELIEF

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacements at the lowest paying category.

ARTICLE 18 - DISCRETIONARY LEAVE

18.1 Paid Discretionary leave.

- (a) Regular full time employees will be allowed to use eight (8) days per calendar year as paid discretionary days, based on regularly scheduled days per week.
- (b) Regular Part-time employees will be allowed to use a pro-rated amount of days per calendar year as paid discretionary days, based on regularly scheduled days per week.
 - le: A person who is scheduled 2 days per week will be entitled to 40% of 8 days or 3.2 day per calendar year.

18.2 – Repeated Absences/Unpaid Leave - See Article 10.7

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18.3 Employee to Inform Employer

The employee shall make every reasonable effort to inform the employer as soon as possible of her inability to report to work, and of the type of leave required but in any case before the commencement of her shift and advise of the expected return.

- (a) Unpaid sick days are available as outlined in Article 10.7. Employees choosing to use extended unpaid sick leave must inform the employer by noon of the second day off with a specific date of return to work.
- (b) Extended leaves without pay exceeding four (4) days will require a doctor's note specifying illness & expected date of return to work & would count as one (1) day off.
- (c) Extended leaves without pay exceeding forty five (45) days will require a written letter from a qualified Doctor in the related field of illness, specifying illness, treatment & expected date of return to work.
 - It is the responsibility of the employee to provide written notice to the employer (Supervisor or designate) during regular office hours - Monday to Friday.
 - It is the responsibility of the employee to ask for and receive written confirmation from the employer that the terms of the extended leave are accepted at the time Doctors note is submitted
 - Failure by the employee to provide written notice or request written confirmation from the employer will be considered as self-termination

18.4 Ineligible for Paid Discretionary Leave.

Paid discretionary leave is not available to an employee under the following conditions:

- any period during which he is on leave of absence without pay, under suspension, on strike, on layoff or locked out.
- the day before or the day after statutory holidays or days the following week affected by the statutory holiday schedule changes, unless pre-authorized.
- the day before or the day after regularly scheduled holidays, unless pre-authorized.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Pay

- (a) In case of death in the family of an employee, leave of absence with pay shall be granted for a period of three (3) days for the purposes of attending or arranging the funeral. Family of an employee shall be as follows: Spouse, mother, father, sister, brother, children, step - parents, mother-in-law, father-in-law.
- (b) Leave of absence with pay shall be granted for one (1) day to attend or arrange the funeral for an employee's grandparents, grandchildren, aunt, uncle, brother-in-law and sister-in-law.

In the event of a death of near relatives or friends, time off without pay may be granted to an employee to attend the funeral and/or to handle funeral arrangements. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.2 Full-time Union Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for a period of two (2) years for employees selected for a full-time position with the Union or any body to which the Union is affiliated;
- (b) for a maximum period of five (5) years for employees elected to office.

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19.3 Full-time Public Duties:

Seniority is determined by the Union and may or may not be granted based on the circumstances. Members must apply to the Union in writing.

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a Municipal, Provincial or Federal election;
- (b) for a maximum period of five (5) years for employees elected to a public office.

19.4 Leave for Court Appearances

- (a) An employee who is called to jury duty or is subpoenaed to act as a witness in a court of law shall be granted leave without pay.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Time spent at court by an employee in his official employment capacity while acting on behalf of the Employer shall be without loss of pay.
- (d) For all the above leaves, the employee shall advise his supervisor as soon as he is aware that such leave is required.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay. If the employee fails to notify the Employer, he will be considered to have abandoned his position as per Article 10.6.

19.5 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

19.6 Course Leave

- (a) An employee shall be granted leave with pay to take courses, conventions, or conferences at the request of the Employer.
- (b) When an employee is granted leave with pay (as stated above), the Employer will reimburse the employee for the allowable expenses incurred. Allowable expenses are as outlined in Article 25, as well as course fees, registration fees, tuition fees and course required books.
- (c) An employee may be granted leave without pay to take a course in which the employee wishes to enrol.

19.7 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four(4) consecutive clear hours during the hrs in which the polls are open in which to cast his ballot.

19.8 General Leave:

The Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Seniority is determined by the Union and may or may not be granted based on the circumstances. Members must apply to the Union in writing.

ARTICLE 20 - MATERNITY AND ADOPTION LEAVE**20.1 Leave Without Pay**

All leave taken under Article 20 is leave without pay.

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20.2 Maternity & Parental Leave

Leave will be granted in accordance with Federal & Provincial regulations & follow Employment Insurance guidelines. An employee shall qualify for maternity/parental leave upon completion of the initial probations period.

- (a) Upon request & written support by a Doctor certificate stating reason for leave, the employee will be granted leave without pay.

20.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by one (1) or two (2) employees under Article 20 in respect of the birth or adoption of any one child shall not exceed guidelines of Federal & Provincial standards as provided under Article 20.2.

20.4 Return from Leave

On return from leave, an employee shall be placed in her former position or in a position of equal pay.

20.5 Benefit Plan

Employees on childcare leave shall have the option of maintaining their benefit package by pre-paying the full premium (employer and employee share).

20.6 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of childcare leave shall retain the seniority she had accrued immediately prior to commencing the leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

20.7 Bridging of Service

Seniority is determined by the Union & may or may not be granted based on the circumstances. Members must apply to the Union in writing. A regular employee, who resigns as a result of a decision to raise a dependent child or dependent children up to 5 years of age, may be eligible to qualify, based on the following conditions;

- (a) the employee must have been a regular employee with at least three (3) years of permanent service at the time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) during the leave the employee must not have been engaged in employment which is inconsistent with the primary role of raising a child for more than six (6) months;
- (d) must apply within two (2) years from date of leave & take the next available posted position for which they are qualified.
- (e) The employee shall be deemed to have resigned on the date upon which her leave commenced
if application for re-employment is not made within two (2) years of the leave or if she does not return to work after having applied for re-employment.

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21.1 Conditions

All relevant regulations of the Workers' Compensation Act, pertaining to the working environment and Health and Safety issue will be complied with.

21.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignment in a satisfactory manner. Smoking will be allowed in designated smoking areas.

21.3 Occupational Health and Safety Committee

- (a) The Employer and the Union agree to establish a Health and Safety program. The Committee will be composed of four (4) members, (2 Union & 2 Employer) meeting on a regular basis. The Health & Safety program will address issues concerning the correction of unsafe conditions and practices with the goal of a safe environment for the entire work force. The Committee will assist in creating a safe place of work and recommend actions which will improve the effectiveness of the Health & Safety program & encourage compliance with the program's guidelines.
- (b) Employees who serve on the committee will receive no loss of pay when attending meetings or investigating safety matters together with an Employer representative of this committee.
- (c) All committee meeting minutes and accident reports shall be forwarded to the Union on a monthly basis.

21.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job that does not meet the standards established pursuant to the Workers Compensation Act as interpreted by:

- (a) a majority of the Safety Committee members; or
- (b) a Safety Officer.

After an on-site inspection and discussion with the Employer, where a condition has been deemed unsafe or unhealthy, employees will not be assigned to that location/job until the condition has been corrected.

21.5 Injury Pay Provision

An employee who is injured on the job during working hours and is treated or is sent home for such injury shall receive payment for the remainder of his shift without deduction from discretionary/sick leave.

21.6 Transportation of Accident Victims

Immediately following an accident, transportation to the nearest physician or hospital, for employees requiring medical care, as a result on an on-the-job accident, shall be at the expense of the Employer.

21.7 Employee Assistance Program

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected will retain all benefits and seniority while on unpaid leave undergoing treatment.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees to a recognized agency for treatment.

ARTICLE 22 - TECHNOLOGICAL CHANGE

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Technological change issues that may arise will be referred to the Employee/Management Committee for recommendations to the employer and the union. The Employer agrees that where a technological change affects the terms and conditions, or security of employment for employees to whom the collective agreement applies, that the Employee/Management Committee will be given sixty (60) days notice of the intended change.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees that contracting out will not affect the employment status of bargaining unit employees. A particular contract will not exceed eight (8) months without review by the Employer and the Union. If full time gainful employment is created as a result of contracting out, the position will be negotiated by the Union and the Employer and must be considered part of the bargaining unit.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Extended Health Care Plan

The selection of the insurance carrier for any benefits referred to in this article is at the sole discretion of the Employer. The Union agrees that the obligation of the employer under this article is restricted to the payment of premiums, as applicable to the insurance carrier. Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this agreement. The Union agrees that all benefits referred to in this article, are subject to conditions of eligibility and any other limitation expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

All permanent employees and their dependents shall be granted the following coverage under Extended Health Care Plan or equivalent with a minimum coverage of 100% supplementary and 80% prescriptions. The monthly premium shall be fifty percent (50%) Employer paid and fifty percent (50%) Employee paid.

24.2 Dental Plan

All permanent employees and their dependents shall be granted the following coverage under the Dental Plan (the monthly premium shall be 50% Employer paid and 50% Employee paid.)

Basic - 100%

Major - 60%

24.3 Long Term Disability

All permanent employees shall be entitled to long term disability benefits payable following one hundred and twenty (120) days of total disability to age 65 or prior recovery or death. Monthly benefit sixty-six and two-thirds percent (66 2/3%) of monthly salary up to thirty-five hundred dollars (\$3,500) per month. The monthly premium shall be one hundred percent (100%) paid by the Employees.

24.4 Group Life Insurance

All permanent employees shall be entitled to group life insurance -amount of benefit 2 x annual earnings rounded to the next highest \$1,000 to a maximum of \$50,000.00. The monthly premium shall be 50% Employer paid and 50% Employee paid.

24.5 Accidental Death and Dismemberment

All permanent employees shall be entitled to accidental death and dismemberment -principal benefit equal to group life insurance. The monthly premium shall be 50% Employer paid and 50%

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Employee paid.

24.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

24.7 Layoff Benefits

Employees laid off with a specific date of recall shall have the option of maintaining their benefit package by prepaying the full premiums (Employer and Employee share).

24.8 Leave Benefits

Employees on leave without pay shall have the option of maintaining their benefit package by prepaying the full premium (Employee and Employer share).

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

25.2 Payday

- (a) Employees shall be paid biweekly.
- (b) Employees will normally receive their pay cheque by direct deposit, prior to the end of the normal workday of every second Friday. For hours worked up to & including the preceding Friday.

25.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, the applicable rates of pay are recorded as Addendum II to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

25.4 Substitution Pay

- (a) When a permanent employee temporarily substitutes in, or performs the principal duties of a higher paying hourly, she shall receive the hourly rate for that job.
- (b) Daily operations require one (1) Supervisor & one (1) Mentor. When there is no Supervisor or Mentor available for a minimum of five (5) hours the senior available, qualified & willing member will replace her. An additional \$1.50 per hour will apply.
- (c) If an employee, not covered in 25.4(b) at anytime, is asked to lock the Depot and set the alarm, they will be paid an additional \$4.50.

25.5 Rate of Pay on Reclassification or Promotion

Where an employee is permanently promoted or transferred into a higher pay classification she shall, upon commencement of work in the new classification, immediately move into the higher hourly pay classification.

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25.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his regular rate of pay shall maintain his regular rate of pay.

25.7 Reclassification of Position

An employee shall not have his salary reduced by reason of a change in the classification of his position that is caused other than by the employee himself.

25.8 Mileage Allowance

- (a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by his supervisor.
- (c) Where an employee uses his automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of B.C. and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance the Employer shall pay the premium difference between business class and the next lower class on submission of documentation of that premium difference certified as correct by the employee's supervisor.
- (e) The vehicle allowance shall be as follows:
 - 2008 & 2009 - forty nine cents (\$.49) per kilometre.
 - 2010 to 2012 - fifty two cents (\$.52) per kilometre.

25.9 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel expense advance. The amount of the travel expense advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

25.10 Rate of Pay on Voluntary Demotion

Where a non-probationary employee voluntarily applies for a demotion within the organization; and where they have completed more than one year of service; their rate of pay in the new classification shall not be reduced below the rate of pay indicated in Addendum II - Rates of Pay, Rate #2.

Where a non-probationary employee voluntarily applies for a demotion within the organization; and where they have completed less than one year of service, their rate of pay shall be commensurate with the rate provided in Addendum II - Rates of Pay, Rate #1

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25.11 Meal Allowance

Employees on travel status away from their headquarters area shall be entitled to claim meal allowances in accordance with the following rates:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$25.00

25.12 – Pension/RRSP

All regular employees upon successful completion of the probationary period shall be entitled to a self-directed benefit designated as (RRSP). The employer will pay a bi-weekly contribution to a maximum yearly amount based on addendum #2.

25.13 – BC Medical Service Plan

One hundred (100) percent of the B.C. Medical Services Plan premiums will be covered on behalf of all regular employee covered by this Agreement based on single coverage. In the event an employee elects not to be covered by B.C. Medical Services Plan, the Employer will not contribute to an alternate plan.

ARTICLE 26 - CAREER DEVELOPMENT**26.1 Education Leave and Allowances**

Education leave and allowances may be granted to an employee pursuant to the recommendations of the Labour/Management Committee either with or without pay.

26.2 Job Specific Education

An employee shall be granted leave with pay, at her basic rate of pay, to attend courses specific to her job classification. The amount of pay received shall not exceed the full time daily hours of work as outlined in Article 14. The employer shall bear costs including: tuition, registration & course related books.

The employer will try to schedule courses during regular working hours when possible.

Forklift Bobcat WHMIS First Aid Air Brakes Propane.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**27.1 Classification Specifications**

The Employer will provide the Union with copies of Job Specifications of Classifications covered by this Agreement.

27.2 Job Classification Review Plan

The Employer and Union agree that job review plans pertaining to positions covered by this Agreement will be introduced only upon the recommendation of the Labour Management Committee and with mutual agreement between the parties.

27.3 New Classifications

When a new classification covered by this Agreement is introduced, the classification and the rate of pay shall be forwarded to the union. If the union disagrees with the classification and rate of pay, the matter shall be referred to the procedure outlined in Article 8 - Grievance Procedure

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27.4 Reclassification

Where an employee believes they are improperly classified with respect to their position or grade, they shall first discuss the classification with their immediate supervisor or director, and they will be provided with a copy of the job description. If there is a dispute between the two parties, the matter will be referred to the Labour Management Committee.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Damage to Personal Property**

If employees' personal property (required in the performance of her duties), is damaged by a client while the employee is carrying out her duties and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement costs not covered by insurance including any deductible charges.

This will include the cost of cleaning vehicle interiors soiled or damaged by clients. In all cases repair, replacement or cleaning costs must be approved in advance and approved expenses will be reimbursed upon presentation of a receipt.

28.2 Supply and Maintenance of Equipment

- (a) It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in wages in the event that there is a work stoppage by reason of the employer failing to furnish or properly maintain equipment, machinery or supplies.
- (b) Once a year the Society will pay \$200 for Job specific footwear or rain gear if this equipment is a requirement of their job. This allowance will be paid on proof of purchase. It will apply to regular full-time & regular part-time employees only.
- (c) It is the responsibility of employees to safeguard the Society's equipment, machinery and supplies.

28.3 Indemnity

Where coverage through its comprehensive liability policy does not apply, the Employer agrees to meet with the Union to determine whether or not legal counsel should be provided by the Employer.

28.4 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his rights and obligations under it. For this reason the Union shall print fifty (50) copies of this Agreement for distribution to employees. The cost of this shall be 50% for the Employer and 50% for the Union.

28.5 Volunteers

The Employer and the Union recognize the role of volunteers as integral to the work of the Society and agree not to allow any work to be performed by volunteers which would result in the laying off of an employee who presently performs such work.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Term**

The term of this Agreement shall commence on January 1, 2008 & shall be binding until December 31, 2012.

29.2 Notice to Bargain

Jan. 1, 2008

- (a) Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice require the other party to commence collective bargaining.
- (b) All notices on behalf of the Union shall be given by the Vice President and similar notices on behalf of the Employer shall be given by the Executive Director, Ridge Meadows Recycling Society.

29.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 29.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

29.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such changes shall be put in writing, dated and signed by both parties.

29.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**COLLECTIVE AGREEMENT
Between
RIDGE MEADOWS RECYCLING SOCIETY
And the
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 522**

It is agreed between the undersigned parties that this Collective Agreement is in effect as of January 1, 2008

Bob Ashton, President, ILWU, Local 522

Date

Kim Day, per Executive Director, RMRS

Date

Jan. 1, 2008

ADDENDUM II – WAGES Five-year term - RRSP to a maximum of \$300 annually
For all Regular Full & Part-time Employees

<u>RATES OF PAY FOR 2008</u>	<u>0-12 months</u>	
OUTREACH	\$17.84	\$18.34
PROCESS MENTOR	\$17.71	\$18.21
TRUCK DRIVERS	\$17.71	\$18.21
PROCESS SUPPORT WORKERS	\$16.57	\$17.07
RECEPTIONIST	\$14.86	\$15.36
PROCESS WORKER	\$12.88	\$13.38
SWAMPER	\$11.59	\$12.09

<u>RATES OF PAY FOR 2009</u>	<u>0-12 months</u>	
OUTREACH	\$18.48	\$18.98
PROCESS MENTOR	\$18.34	\$18.84
TRUCK DRIVERS	\$18.34	\$18.84
PROCESS SUPPORT WORKERS	\$17.16	\$17.66
RECEPTIONIST	\$15.40	\$15.90
PROCESS WORKER	\$13.35	\$13.85
SWAMPER	\$12.01	\$12.51

<u>RATES OF PAY FOR 2010</u>	<u>0-12 months</u>	
OUTREACH	\$19.24	\$19.74
PROCESS MENTOR	\$19.10	\$19.60
TRUCK DRIVERS	\$19.10	\$19.60
PROCESS SUPPORT WORKERS	\$17.87	\$18.37
RECEPTIONIST	\$16.03	\$16.53
PROCESS WORKER	\$13.90	\$14.40
SWAMPER	\$12.51	\$13.01

<u>RATES OF PAY FOR 2011</u>	<u>0-12 months</u>	
OUTREACH	\$19.93	\$20.43
PROCESS MENTOR	\$19.78	\$20.28
TRUCK DRIVERS	\$19.78	\$20.28
PROCESS SUPPORT WORKERS	\$18.51	\$19.01
RECEPTIONIST	\$16.61	\$17.11
PROCESS WORKER	\$14.41	\$14.91
SWAMPER	\$12.97	\$13.47

<u>RATES OF PAY FOR 2012</u>	<u>0-12 months</u>	
OUTREACH	\$20.65	\$21.15
PROCESS MENTOR	\$20.49	\$20.99
TRUCK DRIVERS	\$20.49	\$20.99
PROCESS SUPPORT WORKERS	\$19.18	\$19.68
RECEPTIONIST	\$17.21	\$17.71
PROCESS WORKER	\$14.93	\$15.43
SWAMPER	\$13.44	\$13.94