

COLLECTIVE AGREEMENT

BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

(VERNON, FERNIE, KELOWNA, WESTBANK, SALMON ARM, DAWSON CREEK,  
FORT ST. JOHN, CRANBROOK, INVERMERE, GOLDEN, CASTLEGAR, TRAIL, NELSON,  
PENTICTON, GRAND FORKS, PEACHLAND, SUMMERLAND, KALEDEN JUNCTION,  
PRINCE GEORGE, TERRACE, BURNS LAKE, WILLIAMS LAKE AND SMITHERS)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

April 1, 2009 to March 31, 2012

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BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

### **ARTICLE 1: PURPOSE**

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

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

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

### **ARTICLE 2: BARGAINING AGENT RECOGNITION**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for all employees, except office staff and sales people, employed at and from Vernon, Fernie, Kelowna, Westbank, Salmon Arm, Dawson Creek, Fort St. John, Cranbrook, Invermere, Golden, Castlegar, Trail, Nelson, Penticton, Grand Forks, Peachland, Summerland, Kaleden Junction, Prince George, Terrace, Burns Lake, Williams Lake and Smithers.
- 2.02 This Agreement shall be binding on the Company and the Union and on each employee.

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

- 3.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work, providing the Employer shall not sub-contract bargaining unit work, as contained in Article 4.10 of this Collective Agreement; to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications, skills and ability of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.
- 3.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise a grievance procedure as outlined in this Agreement.

- 3.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees.
- 3.04 All employees shall be advised when the Company installs monitoring equipment such as video cameras and/or Global Positioning Systems (GPS) on Company property, equipment and/or other assets. It is agreed by the Parties that any data collected from any monitoring equipment installed on Company property, equipment and/or other assets may be used and/or relied upon for the issuance of any discipline to an employee. The Union reserves the right to question the accuracy of the data and/or to require the Company to provide independent corroborative proof in support of the data. In the event the Union and the Company can not agree on the data or proof provided therein the issue may be referred to the grievance procedure.
- 3.05 The Employer recognizes that the exercise of its Employer's rights will not conflict with the terms of this Agreement.
- 3.06 **FORCE MAJEURE:**

In circumstances of force majeure, limited to the discontinuance of operations due to freeze-up, excessive snow, flood, earthquake, forest fires, fuel shortage, explosions or collapse of equipment or buildings, those provisions of the Collective Agreement penalizing the Employer, either monetarily or otherwise will not be effective for the duration of the force majeure.

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

#### **ARTICLE 4: UNION SECURITY**

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

The Employer will itemize the amount of the initiation fee in the said remissions and deductions.

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

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

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

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

- (a) When working an eight (8) hour shift:
  - (i) a minimum of four (4) hours at the regular rate of pay on straight time days.
  - (ii) a minimum of four (4) hours at the overtime rate of pay on the sixth (6th) and seventh (7th) consecutive day of work and/or general holidays.
  - (iii) an employee who has worked in excess of the four (4) hours in any day, shall be paid hour for hour for each hour worked up until eight (8) hours in the day.
- (b) When working a ten (10) hour shift:
  - (i) a minimum of five (5) hours at the regular rate of pay.
  - (ii) a minimum of five (5) hours at the overtime rate of pay on the fifth (5th) and any subsequent consecutive day of work and/or general holidays.
  - (iii) an employee who has worked in excess of the five (5) hours in any day, shall be paid hour for hour for each hour worked up until ten (10) hours in the day.

5.03 SPARE EMPLOYEE:

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

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

In locations with more than two (2) Spare employees, the Employer shall post a calendar for the spare drivers/employees to book their non-available days for the following week. Spare drivers/employees must be available for a minimum of four (4) days in the calendar week. There shall be one (1) spare driver/employee available on any given day. Any spare driver/employee who does not sign the calendar shall be considered as available on all seven (7) days.

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

The Dispatcher shall then confirm the starting times of each spare employee on the list, between the hours of 3:00 p.m. and 4:30 p.m. of the day before the scheduled work day or between 5:00 a.m. and 8:00 a.m. of the work day.

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

An employee who is contacted by dispatch on the workday shall have a fifteen (15) minute window of opportunity to return the dispatcher's call in order to confirm his start times for the day. Where the employee does not return the call within fifteen (15) minutes of contact by the dispatcher, the spare employee shall be passed over and the next senior spare employee shall be given the work opportunity.

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

- 5.04 Employees who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.
- 5.05 Lunch breaks shall be optional for all employees. The Employer shall be notified in writing, of the option chosen by each employee, and shall not be varied by the employee without the written agreement of the Employer.
- 5.06 A schedule shall be posted on the Bulletin Board on the Employer's premises. This schedule shall contain the name of each posted employee, his starting times and his days off each week.
- 5.07 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work originally directed by the Employer.
- 5.08 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.09 For posted employees, the work week shall start on the first scheduled day of their week.  
  
For spare employees, the week shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday
- 5.10 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.
- 5.11 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.
- 5.12 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-off and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

Such arrangement shall be by mutual consent and in writing.

5.13 Employees returning to work after one (1) or more days of absence shall give notice of return to work to the Dispatcher on duty before 12:00 noon of the working day preceding his first (1st) day back to work.

5.14 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.

5.15 All employees are entitled to two (2) fifteen minute (15) coffee breaks per shift, which may be combined and it is understood that these breaks must not be taken during the first or last hour of an employee's shift.

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

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

6.01 OVERTIME

POSTED EMPLOYEES:

(a) For all posted employees whose posted work week consists of five (5) consecutive days, all hours worked in excess of their posted shift and/or on the sixth (6th) day of the week shall be paid at one and one-half (1- 1/2) times their classification incentive rate of pay or be paid at one and one-half (1- 1/2) times their classification hourly rate of pay, whichever is greater.

For all hours worked on the seventh (7th) day of the work week, the employee shall be paid two times (2X) the classification incentive rate of pay or be paid two times (2X) their classification hourly rate of pay, whichever is greater.

(b) For all posted employees whose posted work week consists of four (4) days, all hours worked in excess of their posted shift and/or on the fifth (5th) day of the week shall be paid at one and one-half (1-1/2) times the classification incentive rate of pay or be paid at one and one-half (1-1/2) times their classification hourly rate of pay, whichever is greater.

For all hours worked on the sixth and seventh (6th and 7th) day of the work week, the employee shall be paid at two times (2X) the classification incentive

rate of pay or be paid two times (2X) their classification hourly rate of pay, whichever is greater.

- (c) No posted employee, upon completion of their accepted route, shall be required to do any additional work subject to Article 6.05.

All posted employees who have achieved incentive pay for their posted run on a given day, shall be paid the day's incentive hourly rate for work performed in addition to their posted run.

#### 6.02 SPARE EMPLOYEES:

Spare employees are to be paid the rate of pay and overtime as the posted employee that they replace on call out.

Where the Spare employee does not replace a Posted employee he shall be paid overtime rates for all hours worked in excess of eight (8) hours per day or five (5) days in a week in accordance with Article 6.01(a) and (c) .

- 6.03 For all hours worked on a General and/or Proclaimed Holiday named in Article 9.01, an employee shall be paid one and one-half (1-1/2) times his classification incentive rate of pay or be paid at one and one-half (1- 1/2) times their classification hourly rate of pay whichever is greater.

- 6.04 All overtime shall be mutually agreed between the employee and the Employer. All overtime shall be on a voluntary basis and refusal to work overtime shall not be a violation of this Agreement.

Where all employees have refused to work overtime the Employer shall have the right to schedule employees to work, starting with the most junior qualified employee on the seniority list.

- 6.05 Subject to Article 15.06, all overtime shall be in accordance with this Collective Agreement. All overtime, including call out shall be allocated on a seniority basis, subject to the Employer's right to use the lowest premium rate available.

#### 6.06 PREMIUM RATES:

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 fifty cents (\$.50) per hour.
- (d) The driver of a truck with a trailer attached shall be paid an additional one dollar (\$1.00) per hour.

- (e) Drivers shall be paid an additional one dollar (\$1.00) per hour while conducting training.
- (f) an employee selected to provide first aid coverage will be paid an allowance of fifty cents (\$0.50) per hour in addition to his/her classification.
- (g) Leadhand – shall be paid one dollar and fifty cents (\$1.50) per hour above the employee's rate of pay.
- (h) Mechanics possessing both a Commercial Vehicle Inspection Certificate and a Class 3 Driver's License will receive an additional one dollar (\$1.00) per hour.
- (i) The above premiums shall be paid for all hours worked including overtime hours, however, the premium rate shall not be included in the calculation of the overtime rate, but shall be added on top of the overtime rate. Premiums shall also be paid for non-worked General Holidays.

## **ARTICLE 7: CLASSIFICATIONS**

- 7.01 **SEASONAL EMPLOYEES:** A seasonal employee shall be an employee who may be regularly scheduled to work during the period of May 1st through September 30th in any year. Such an employee shall not have rights of seniority excepting to the applicable rates pursuant to conditions of employment as being defined within the period of May 1st through September 30th. Such an employee shall have the term Seasonal indicated and dated on the application for employment and the date employment commenced. An employee requesting to work past the September 30th period shall not be employed in this condition of Seasonal longer than October 7th of that year.
- 7.02 **SPARE DRIVER/EMPLOYEE:** is an employee who is required to replace any driver/employee.
- 7.03 **DRIVERS:** include roll-off, front load, hiab, residential, recycle, portable-service, container delivery, fork truck and shall be employees whose duties include the operating and driving of a truck and who are in possession of an appropriate drivers license issued under the Motor Vehicle Act of B.C.
- 7.04 **UTILITY MAN:** is an employee who is primarily directed by the Dispatch office. His duties shall be to drive service vehicles and general duties, as directed by the Dispatch office.
- 7.05 **MECHANIC:** is an employee who possesses a Journeyman Mechanic Certificate (T.Q.) and possesses the skill and ability to repair and maintain trucks and other mechanical equipment.
- 7.06 **APPRENTICE:** is an employee who shall be "indentured" under the Apprenticeship Plan of B. C. and works under the direction of a qualified tradesman.
- 7.07 **WELDER:** is an employee who possesses a B.C. Welding Ticket and whose duties include welding and fabricating.

- 7.08 DRIVER SUPERVISOR: is a truck driver who has supervisory responsibilities relative to the maintenance of customer accounts, service scheduling, maintenance and security of Company facilities and equipment at satellite operations.
- 7.09 SORTER: is an employee who sorts recyclable materials processed at the Company's recycling plant.
- 7.10 LEADHAND: is an employee who shall assist the manager in carrying out his duties. The leadhand shall not take disciplinary action against an employee. It is recognized that the leadhand shall have to answer to the manager for any deficiencies in work load completion. It is agreed and understood that in locations where there is no manager on site, a Leadhand may be required to "hand" a disciplinary letter to an employee where the Route Manger or District manager is only available by phone.
- 7.11 RECYCLE DEPOT ATTENDANT: is an employee who performs all duties consistent with the operation of a public drop off depot. Duties may include sorting of material and general clean up. This job is related to the Regional District of Central Okanagan recycling contract.
- 7.12 (a) CONTAINER MAINTENANCE: is an employee responsible for repairing and maintaining containers. Job duties include welding, painting and washing, as well as associated duties. Trade qualification in welding is not required, although skill and ability in basic welding and cutting is required.
- (b) The following employees will be "red circled" at the wage rate of Welder (certified) plus any negotiated increases so long as they work in the classification of Welder (certified) or Container Maintenance. In the event they leave their posting, they will be paid at the rate of their new posting. Should they return to the position of Welder (certified) at some point in the future, they shall return to their original rate of pay plus any negotiated increases.
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- 7.13 Probationary Employees: As defined in Article 11.01, shall receive the rate of pay in which they are working, less one dollar (\$1.00) per hour.
- 7.14 It is understood that the above descriptions are general in nature because it would be impossible to list all situations which might arise during the work day.

## **ARTICLE 8: WAGE RATES**

- 8.01 See individual Appendix for wage rates.
- 8.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 16 of this Collective Agreement.
- 8.03 If an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s) and the Company

shall pay the difference between available assistance and the apprentice's loss of regular wages. Where the apprentice successfully completes and receives the passing grade of his trade school exams, the employer shall reimburse the employee his course/tuition fees on the next pay period. It is understood and agreed that where the apprentice leaves of his own accord, the employ of the company within twelve (12) months of his successful course completion date, the employer shall have the right to deduct the reimbursement (course/tuition fees) from the apprentices' final pay. It is understood that the amount of the reimbursement shall be prorated accordingly.

- 8.04 The Employer shall pay each employee every two (2) weeks on a Friday, all wages due, up to and including the previous Saturday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given each employee each and every pay day. In the event of Friday being a holiday, payment of wages shall be made the day previous.
- 8.05 Employee pay cheques/pay statements shall be available at 2:00 p.m. in the Division office on payday. Employees working the second (2nd) and third (3rd) shift shall be able to pick up their pay cheques/pay statements on the day prior to payday. Employee pay cheques are to be deposited to the employee's bank account by electronic funds transfer.
- 8.06 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 8.07 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, within five (5) business days of termination of the employee.
- 8.08 The employee shall receive his Record of Employment within five (5) business days of termination.

**ARTICLE 9: GENERAL HOLIDAYS**

- 9.01 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.

- 9.02 Employees who have established seniority in accordance with Article 11 and who have worked the last working shift scheduled by the Employer within seven (7) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within seven (7) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday, and be entitled to take the day off. It is agreed and understood that a regular day's wages shall be defined as

an amount equivalent to what an employee would have regularly earned on that given day as determined by reviewing the previous four (4) week payroll records.

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

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

- (a) Another regular day's wages; or
- (b) Another day off with pay at a mutually agreeable time. The Employer shall respond to such requests within three (3) business days. Days not used by the end of the calendar year will be paid out.

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

- (a) Another regular day's wages; or
- (b) Another day off with pay at a mutually agreeable time. The Employer shall respond to such requests within three (3) business days. Days not used by the end of the calendar year will be paid out.

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

- 9.06 With respect to Spare Employees, those employees who do not work a General or Proclaimed Holiday shall receive pay in accordance with BC Employment Standards provisions, provided that they are eligible under those provisions and Article 9.02. The hours that were scheduled to be worked on that General or Proclaimed Holiday will then be calculated towards the forty (40) hours in that week as outlined in Article 5, even if the total pay for that day is lower due to averaging as outlined in the Act.

## **ARTICLE 10: ANNUAL VACATIONS**

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

- 10.01 Vacation year – Shall be defined as the period of January 1st to December 31st

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

- (a) employees who have not completed one (1) year's employment on January 1st of any year shall have their vacation and vacation pay based on four percent (4%) pro-rated accordingly. An employee who has completed six (6) months of employment prior to January 1st of any year may take one (1) week's vacation with pay based on four percent (4%) of the employee's earnings.

- (b) Employees who have completed one (1) year of service on their anniversary date of hire in any year shall receive and take a vacation of two (2) weeks with pay based on four percent (4%) of the employee's earnings at their regular classified rate of pay.
- (c) Employees who have completed four (4) years of service on their anniversary date of hire in any year shall receive and take a vacation of three (3) weeks with pay at their regular classified rate of pay based on six percent (6%) of the employee's earnings.
- (d) Employees who have completed ten (10) years of service on their anniversary date of hire in any year shall receive and take a vacation of four (4) weeks with pay based on eight percent (8%) of the employee's earnings at their regular classified rate of pay.
- (e) Employee's who have completed fifteen (15) years of service on their anniversary date of hire in any year shall receive and take a vacation of five (5) weeks with pay based on ten percent (10%) of the employees earnings at their regular classified rate of pay.
- (f) Employee's who have completed twenty (20) years of service on their anniversary date of hire in any year shall receive and take a vacation of six (6) weeks with pay based on twelve percent (12%) of the employees earnings at their regular classified rate of pay.

Where any employee has been absent from work for any reason during the Vacation year, the employee may receive the full vacation time referenced with the vacation pay pro-rated accordingly when considering the length of the absence.

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

10.03 In the event an employee leaves the employ of the Company and has taken his vacation entitlement, the Company has the right to recoup any vacation monies paid to the employee in excess of the four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of the employee's gross earnings paid.

10.04 The employer shall post a vacation schedule sheet on the employee's bulletin board no later than October 31st of each year and the employee's shall post their desired vacation period on the schedule no later than January 31st. On or after February 1st the Company shall confirm vacation periods on an individual basis, by seniority, to be completed no later than March 1st.

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

10.05 The period from June 15th inclusive to September 15th shall be considered as "Prime Vacation Time" and any vacation taken during this time shall be a maximum of two (2) weeks per employee per granted request. An employee may make an additional request where there is time available as described in this Article.

An employee may choose to take his vacation time in one (1) period other than "Prime Vacation Time" as described herein. During "Prime Vacation Time" the Company shall allow off a minimum of two (2) driver classification employees at one time from different lines of business. i.e. one (1) Roll-Off and one (1) Front Load

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

- 10.06 The period of time taken by an employee for annual vacation shall be scheduled in accordance with the employee's regularly scheduled work week.
- 10.07 All annual vacations shall be taken within the "Vacation year".
- 10.08 Any employee wishing to change vacation schedule may do so subject to availability and mutual agreement between the parties.
- 10.09 The term "gross earnings" as used for the calculation of vacation pay, as described within the Collective Agreement, shall include all earnings in the vacation years described above, including annual vacation pay which the employee received during the vacation year.

#### **ARTICLE 11: SENIORITY**

- 11.01 (a) All new employees shall serve a probationary period of sixty (60) worked days. A probationary employee may be dismissed at any time during this period, at the employer's discretion. The Employer will notify the Union of the dismissal.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period"; however, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.
- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force.
- 11.02 Seniority lists shall be posted by the Employer on the bulletin board, quarterly, showing the seniority of each employee up to his last working day of the completed quarter. The seniority list shall also indicate the posting held by each employee. The Union shall also be supplied with a seniority list.
- 11.03 In the event of lay-off due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, subject to qualifications, skill and ability. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-off shall not be used for discipline or discharge purposes.
- 11.04 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer, beginning with the most senior employee with the qualifications, skill and ability and proceeding in turn thereafter.
- 11.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall

be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued.

- 11.06 An employee whose lay-off exceeds one (1) calendar year shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing to him and he shall be supplied with a Record of Employment (if not done previously).
- 11.07 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 11.08 Seniority shall continue when an employee is off work due to an injury received on the job.
- 11.09 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers Compensation Board. Where the employee is advised by the doctor and/or Workers Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.
- 11.10 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 11.11 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work within thirty-six (36) hours of said employee receiving notification. Failure to comply may result in loss of seniority and termination.
- 11.12 Employees returning to work after an absence and/or illness of three (3) days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer, a doctor's note completed by a licensed medical practitioner establishing that the employee is fit for work.
- 11.13 An employee who loses his "qualifications" as described in Letter of Understanding #4 shall immediately inform the Employer. The employee shall have the right to bump, where qualified, within his seniority list or decide to be placed according to seniority on the spare employees list. An employee who does not immediately inform the Employer of the loss of his qualifications shall be subject to discipline up to and including discharge.
- 11.14 Where the Union and the Employer agree to an employee working for a "trial period" in a "Management" position, the following criteria shall be met, prior to the initiation date of the trial period:

- (a) The employee's seniority shall continue to accrue from the initiation date of the trial period and his vacant position shall be posted. If he returns to the bargaining unit prior to one hundred and twenty (120) calendar days, he shall return by seniority.
- (b) The trial period shall not exceed one hundred and twenty (120) calendar days.
- (c) 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.
- (d) The Employer and the Union shall exchange letters of acknowledgment of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at the time of commencement of the trial period.
- (e) The Union shall be given fourteen (14) days notice, in writing, of the employee's return to the bargaining unit or promotion to management.

#### 11.15 LEAVE OF ABSENCE:

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

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

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

#### 11.17 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, 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 allowance not paid for by the Employer.

## **ARTICLE 12: GENERAL**

- 12.01 There shall be no discrimination against any employee for being an officer, Shop Steward or Committee person of the Union.
- 12.02 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Steward shall advise their immediate supervisor when requiring time to carry out his duties. The Union agrees to notify the Employer, in writing, of the name of each Shop Steward, in each department.
- 12.03 The Employer shall allow time off work, with one-half (1/2) pay, to any employee who is serving on a Union committee for the purpose of discussions with the Employer. This Article shall only apply for negotiations and shall be limited to one (1) employee per division, subject to the operational requirements of the Employer.
- 12.04 The Employer shall allow time off work, without pay, to any person who is serving as a Union Delegate to any Conference or Function, provided all requests for time off are reasonable and do not interfere with the proper operations of the Employer. There shall be no more than one (1) employee, for such Conference or Function, off at any one (1) time.
- 12.05 Union notice boards shall be provided for Shop personnel and the Driver/Swamper personnel. Such boards are to be used for notices pertaining to the Union employees only.
- 12.06 Representatives of the Union, after notifying the Employer, shall have access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement, without interruption of the Employer's operation.
- 12.07 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the Employer inconsistent with or in variance with the terms of this Agreement.
- 12.08 The Employer shall supply uniforms and gloves to driving employees. Uniforms, which will be replaced every year, shall consist of either two (2) pairs of pants and two (2) pairs of shorts or four (4) pairs of pants, two (2) shirts, five (5) T-shirts, two jacket options appropriate for the locations' weather conditions, every two years. In the alternative, three (3) sets of coveralls, five (5) T-shirts and the bi-annual jacket will be provided. Driving employees will wear, launder and reasonably maintain their uniforms or coveralls.
- Where an employee has a presentable uniform, the wearing of the uniform shall be mandatory and if not worn, the employee may be subject to discipline.
- 12.09 All shop personnel shall be supplied with coveralls and welding gloves.

- 12.10 Where any question arises as to special clothing for any unusual work condition, or wet gear and rubber footwear, the Employer shall make such clothing or gear available as the situation warrants.
- 12.11 **BOOT ALLOWANCE:** Employees required to wear safety boots shall receive two hundred and twenty-five dollars (\$225.00) per year upon presentation of receipts to the Company.
- 12.12 **TOOL INSURANCE:** The Company will assume responsibility for the replacement of tool boxes and their contents on Company premises belonging to the employees in the event such tool boxes and/or their contents become stolen, damaged or lost by fire and/or water or if all or part of a tool box is lost by theft.

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

12.13 **TOOL ALLOWANCE**

- (a) All mechanics, welders and second, third and fourth year apprentices shall receive a tool allowance from the Company of five hundred dollars (\$500.00) per year.
- (b) The mechanics and welders shall be employed for one (1) year before being entitled to such allowance. To be eligible the mechanic shall submit a supplier or store receipt to the Company prior to October 1st of each year and the Company shall reimburse the employee upon receipt of the invoice.

**ARTICLE 13: REASONS FOR DISCHARGE, SUSPENSION**

Reasons for immediate discharge of an employee include the following:

- 13.01 Failing to report for work on time without sufficient reason.
- 13.02 Quitting before his scheduled quitting time.
- 13.03 The consuming of substances that could cause impairment during his working hours.
- 13.04 Incapable of performing his regular duties caused by condition in Article 13.03.
- 13.05 Having an unauthorized person on the job.
- 13.06 For violating Article 12.07.
- 13.07 In any instance where an employee accepts other employment without the consent of management, or when on leave of absence for any reason, or vacation, his employment may be terminated, subject to proper proof of same by the Employer.
- 13.08 The Employer shall submit reasons for termination and/or suspension of an employee in writing to the Union.

- 13.09 Where an employee is suspended for disciplinary action, said suspension shall not be considered a layoff.
- 13.10 The employee suspended shall continue to accumulate seniority.
- 13.11 Failure to comply with Article 14.04.
- 13.12 Where an employee fails to follow a bona-fide directive issued by management, an employee may be subject to discipline.

#### **ARTICLE 14: INTERVIEWS, ACCIDENTS & DISCIPLINE**

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

#### **ARTICLE 15: JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY**

##### **JOB VACANCIES AND POSTINGS:**

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

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

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

15.04 An employee transferring from one classification to another classification shall be given an additional probationary period of thirty (30) days. If, after training, the employee is found unacceptable by the Company for the position, or wishes to return to his last position held, then the employee shall be given the opportunity to return to his last position held without loss of seniority.

15.05 The Employer shall give four (4) day's notice to cancel a posting.

15.06 Seniority shall be the governing factor in filling job vacancies and call-out of spare employees, providing the factor of qualifications, skill and ability are relatively equal among those involved. Successful applicants shall be those who have the qualifications, skill and ability to perform the work to be done.

In the event a senior employee is not successful, the Employer shall advise the Union of the decision prior to filling the job vacancy.

15.07 In the event of a reduction of postings that results in an employee receiving, in writing, notification of cancellation of his posting, an employee shall have the right, within four (4) calendar days of receiving his lay off notice, to either:

- (a) exercise his seniority within the seniority list, qualifications, skill and ability considered; or
- (b) be placed according to seniority on the Spare Employee's list.

In the event an employee is bumped, an employee must, after discussions with his supervisor and a review of a current seniority list, either;

- (a) immediately exercise his seniority within his seniority list, qualifications, skill and ability considered; or
- (b) be immediately placed according to seniority on the Spare Employees list.

15.08 GENERAL, PROCLAIMED HOLIDAYS AND/OR OVERTIME POSTINGS:

The Employer may schedule employees for work on General or Proclaimed Holidays and, in this event, employees whose names appear on the list provided for in Article 15.09 shall be offered this work in accordance with seniority.

If the Employer decides to schedule overtime other than on a General or Proclaimed Holiday, employees whose names appear on the list provided for in Article 15.09 shall be offered this work in accordance with seniority.

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

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

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

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

- (a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
- (b) The employee's department head, the employee and the shop steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the District Manager.
- (c) The Divisional Manager, or his designate in the event that he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the District Manager, it shall automatically be referred to Arbitration under Article 16.02.

16.02 Where the parties proceed to arbitration a single arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The arbitrator so agreed or appointed will meet jointly with both parties as quickly as practical to hear the dispute, and each party may present evidence and make both written and oral presentations. The decision of the arbitrator will be final and binding on both parties.

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

The Arbitrator shall have the power to order, if he 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. The decision of the Arbitrator shall constitute the award. The decision of the Arbitrator shall be binding on both parties

16.04 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

16.05 Such arbitrator must agree to the terms and conditions of the following "Arbitrator's Agreement":

## ARBITRATOR'S AGREEMENT

I, \_\_\_\_\_, Arbitrator, agree that in consideration of the acceptance by the International Union of Operating Engineers, Local 115 and Waste Management of Canada Corporation of myself as an Arbitrator, I will render a decision in writing within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

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

### ARTICLE 17: SAFETY

17.01 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket. It is recognized that the Employer may employ a management person with a valid first aid ticket to comply with this requirement.

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

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

17.04 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to take out on the streets any vehicle that is not in safe operating condition until such vehicle has been approved by the Senior Mechanic, Shop Foreman and/or the Manager as being safe.

17.05 A Safety Committee, comprising of at least two (2) employees and one (1) representative of the Employer, shall be appointed by their respective groups at each location to ensure safe working conditions and habits and to investigate accidents as to their cause and make recommendations to the Employer regarding unsafe conditions and faulty equipment. The committee shall meet as required by the Workers' Compensation Act during regular working hours. The committee shall not have authority or power to act in any manner that will conflict with the provisions of this Agreement.

### ARTICLE 18: HEALTH AND WELFARE

18.01 B. C. MEDICAL:

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

## 18.02 GROUP INSURANCE, LIFE INSURANCE, DENTAL PLAN AND SICK BENEFITS:

All employees shall be covered by the Waste Management of Canada Corp. Health and Welfare Plan which shall provide Group Insurance, Group Medical Plan, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Plan and Sick Benefit Plan.

Medical Benefit As defined by BC Medical Services Plan.

Dental Benefit 0 deductible

<u>Reimbursement</u>	Basic	100%
	Major restorative	50% (80% Dentures)
	Crowns & Bridges	50%
	Orthodontic	50%
	Fee schedule	Current BC Guide

### Short Term Disability Plan

Maximum benefit period shall be twenty-six (26) weeks.

- (a) Payable at 60% of employee salary to a maximum of \$500.00 per week or the EI maximum whichever is the greater.
- (b) Only payable while under the care of a doctor.
- (c) Payable on the first day of illness if hospitalization is involved.
- (d) Payable from the first day of a non-worker's compensation accident.
- (e) Payable from the third day of illness. Payment becomes retroactive to the second day of illness with a doctor's certification.

### Long Term Disability:

Mandatory participation

Qualifying period: 26 weeks

Employee paid premium

Non-Taxable Benefit

60% of earnings to \$2000/month maximum.

Maximum benefit period to age 65.

2 years own occupation, thereafter all occupations.

<u>Extended Health</u>	0 deductible		
	Reimbursement	Inside BC	80%
		After \$1,000.00	100%
		Outside BC	100%
	Maximum allowable coverage:		\$25,000
	Drug reimbursement	legally required prescription	

### Primary Paramedical Maximums

Psychologist	\$100.00/year
Chiropractor	\$200.00/year
Naturopath	\$200.00/year
Acupuncturist	\$100.00/year
Physiotherapist	\$250.00/year
Masseur	\$250.00/year
Podiatrist	\$100.00/year
Speech Therapist	\$100.00/year
Hearing Aids	\$400/year employees/ spouses and dependent children
Orthopedic Shoes	\$200.00/year dependent children only \$400.00/year adults

Nursing Services: 30 days per calendar year

Vision Care: 0 deductible  
80% reimbursement  
maximum coverage allowed: \$250.00/person in any 24 months.

#### Group Life:

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

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

### **ARTICLE 19: PENSION PLAN**

19.01 The Company shall make contributions at the rate of:

- one dollar and twenty cents (\$1.20) per hour
- one dollar and thirty cents(\$1.30) per hour effective July 1, 2009;

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

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

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

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

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

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

20.01 This Agreement shall become effective as of the first (1st) day of April, 2009 and shall remain in full force and effect until the thirty-first (31st) day of March, 2012 and each succeeding first (1st) day of April thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new collective agreement to supersede this collective agreement within the four (4) month period prior to the thirty-first (31st) day of March, 2012 or the thirty-first (31st) day of March in any year thereafter.

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

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

20.04 STRIKES AND LOCKOUTS:

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

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**APPENDIX "A": VERNON, KELOWNA, WESTBANK, SALMON ARM**

		October 1, 2009	April 1, 2010	April 1, 2011
Mechanic		\$ 27.68	\$ 28.37	\$ 29.08
Front-End	Hourly	20.23	21.04	21.88
	Piece Work	.437	.454	.472
Roll-off	Hourly	20.23	21.04	21.88
	Piece Work	24.03	24.99	25.99
Residential	Hourly	18.31	18.68	19.05
	Piece Work	183.10	186.80	190.05
Recycle		18.31	18.68	19.05
Welder (Certified)		20.32	20.82	21.34
M.U.R.F. Operator		16.85	17.27	17.70
Mechanics Helper		17.10	17.52	17.96
Container Repair		16.74	17.16	17.59
Tireman		16.53	16.95	17.37
Container Delivery		17.50	17.94	18.39
Portable Services Driver		15.84	16.23	16.64
Truck Washer		15.05	15.42	15.81
Recycle Sorter		14.07	14.43	14.79
Utilityman		13.25	13.58	13.92

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

- 1) It is understood that for the purposes of an hourly calculation the residential rate listed is based on a 10-hour day. In the event an 8-hour day is established, an hourly rate shall apply. The hourly rate in the circumstance shall be calculated by dividing the applicable daily rate listed in the above table by 10 to determine the appropriate hourly rate of pay.

**APPENDIX "B": DAWSON CREEK, FORT ST. JOHN**

	July 1, 2009	April 1, 2010	April 1, 2011
Residential Driver	\$19.20	\$19.68	\$20.17
Roll-Off Driver	21.15	21.67	22.22
Front End Driver	21.32	21.85	22.40

Seasonal shall be paid rate of classification.

1. The parties agree that because of the size of the current bargaining unit that Article 10: Annual Vacations Section 10.06, the line reading "during prime vacation time the Employer shall allow off a minimum of one (1) driver classification employee at any one time" would cause an undue hardship on the Employer as it reads. Both parties mutually agree that it shall be understood that "during prime time vacation the Employer shall allow off a minimum of one (1) employee at any time", by Seniority.
2. The parties agree, with reference to Article 15, Job Vacancies, Posting and Overtime/General Holidays Section 15.5, that because of the size of the bargaining unit and there being only one (1) spare employee, the line reading "The Employer shall allow off a minimum of one (1) spare employee at any one time" does not apply. Should more spare employees be hired or needed, the Employer and Union will meet and mutually agree on Section 15.05.
3. The Company agrees to maintain all work currently performed by the Bargaining Unit within the attached North/South Peace River geographical boundaries, as discussed in collective bargaining.
4. For all employees working at and from the locations listed will be paid a subsidy of \$150.00 per week on the regular scheduled pay.
5. The Company shall have the right to implement an incentive rate for residential.

## APPENDIX "C": CRANBROOK, INVERMERE AND GOLDEN

Position	July 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Front-End Operator	\$ .428	\$21.20	\$ .439	\$21.73	\$ .450	\$22.27
Roll-Off Operator	24.70	21.20	25.32	21.73	25.95	22.27
Residential Operator	.213	17.39	.219	17.83	.224	18.27
Mechanic		27.68		28.37		29.08
Utility Man		13.20		13.53		13.87
Container Delivery		17.39		17.83		18.27
Recycle Sorter		14.20		14.55		14.91

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The parties agree that because of the size of the current bargaining unit that Article 10: Annual Vacations Section 10.06, the line reading, "during prime vacation time the Employer shall allow off a minimum of two (2) driver classifications employees at any one time" would cause an undue hardship on the Employer as it reads. Both parties mutually agree that it shall be understood that "during prime time vacation the Employer shall allow off a minimum of one (1) employee at any time", by Seniority.
2. The parties agree, with reference to Article 5, Hours of Work and Shifts, section 5.05, that because of the size of the bargaining unit, the line reading "The Employer shall allow off a minimum of one (1) spare employee at any one time." does not apply. Should more spare employees be hired or needed, the Employer and Union will meet and mutually agree on section 5.05.

**APPENDIX "D": WEST KOOTENAYS: CASTLEGAR, TRAIL, NELSON**

Position	July 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		\$27.57		\$28.26		\$28.97
Front-End Operator		20.91		21.43		21.97
Roll-Off Operator		20.91		21.43		21.97
Container Maintenance		16.62		17.03		17.46
Residential Operator		18.40		18.86		19.33
M R.F. Operator		16.75		17.17		17.60
Container Delivery		17.50		17.94		18.39
Utility Man		13.82		14.16		14.52
Recycle Sorter		14.15		14.50		14.86

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The parties agree that because of the size of the current bargaining unit that Article 10: Annual Vacations Section 10.06, the line reading, "during prime vacation time the Employer shall allow off a minimum of two (2) driver classification employees at any one time" would cause an undue hardship on the Employer as it reads. Both parties mutually agree that it shall be understood that "during prime time vacation the Employer shall allow off a minimum of one (1) employee at any time", by Seniority.
2. The parties agree, with reference to Article 5, Hours of Work and Shifts, section 5.05, that because of the size of the bargaining unit, the line reading "The Employer shall allow off a minimum of one (1) spare employee at any one time." does not apply. Should more spare employees be hired or needed, the Employer and Union will meet and mutually agree on section 5.05.
3. The Union agrees that the Company can continue the contracting out of mechanical work. However, if this work continues on a regular and ongoing basis at forty (40) hours per week, the parties will meet to discuss the matter.
4. Any container maintenance employee who obtains a valid Journeyman Welder Certification (TQ) will automatically move to "Welder (Certified)" classification and rate of pay as set out in the Kelowna Appendix (A).

**APPENDIX "E": PENTICTON, GRAND FORKS, PEACHLAND, SUMMERLAND AND  
KALEDEN JUNCTION**

Position	October 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Front-End Operator	\$ .437	\$19.95	\$ .454	\$20.75	\$ .472	\$21.58
Roll-Off Operator	24.03	19.95	24.99	20.75	25.99	21.58
Residential Operator		17.80		18.15		18.52
Utility Man		13.68		14.03		14.38
Welder		19.61		20.10		20.60
Recycle Driver		15.35		15.74		16.13
Mechanic		27.68		28.37		29.08
MURF Operator		16.69		17.10		17.53
Recycle Sorter		13.16		13.49		13.83

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The parties agree that because of the size of the current bargaining unit that Article 10: Annual Vacations Section 10.06, the line reading, "during prime vacation time the Employer shall allow off a minimum of two (2) driver classification employees at any one time" would cause an undue hardship on the Employer as it reads. Both parties mutually agree that it shall be understood that "during prime time vacation the Employer shall allow off a minimum of one (1) employee at any time", by Seniority.
2. The parties agree, with reference to Article 5, Hours of Work and Shifts, section 5.05, that because of the size of the bargaining unit, the line reading "The Employer shall allow off a minimum of one (1) spare employee at any one time.", does not apply. Should more spare employees be hired or needed, the Employer and Union will meet and mutually agree on section 5.05.
3. The Parties agree that the Pension contributions as referenced in Article 19.01 shall be \$1.50 per hour for this location. All other provisional language as contained in this Article shall apply.

**APPENDIX "F": PRINCE GEORGE, TERRACE, BURNS LAKE, WILLIAMS LAKE, SMITHERS**

Position	April 1 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Front-End Operator	\$ .354	\$20.15	\$ .446	\$21.16	\$ .468	\$22.22
Roll-Off Operator	25.52	19.96	26.80	20.96	28.14	22.01
Residential Operators		18.03		18.93		19.88
Mechanic		27.00		28.37		29.08
Container Maintenance		15.37		16.15		16.55
Utility Man		13.88		14.58		14.95
Recycle Sorter		12.84		13.49		13.83
Labourer		12.75		13.40		13.73
Hiab Driver		16.30		18.03		18.93
Welder		19.55		20.54		21.05

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The parties agree that because of the size of the current bargaining unit that Article 10: Annual Vacations Section 10.06, the line reading, "during prime vacation time the Employer shall allow off a minimum of two (2) driver classification employees at any one time" would cause an undue hardship on the Employer as it reads. Both parties mutually agree that it shall be understood that "during prime time vacation the Employer shall allow off a minimum of one (1) employee at any time", by Seniority.
2. The parties agree, with reference to Article 5, Hours of Work and Shifts, section 5.05, that because of the size of the bargaining unit, the line reading "The Employer shall allow off a minimum of one (1) spare employee at any one time.", does not apply. Should more spare employees be hired or needed, the Employer and Union will meet and mutually agree on section 5.05.
3. With respect to Article 12.08, the following sentence is added to the clause: "The employee may request a combination of coveralls and uniforms after completing their probationary period."
4. It is agreed by the parties that for the Terrace location the incumbents currently working in their regular positions will be deemed to be posted in those positions.
5. The Terrace Lead Driver \_\_\_\_ will be "Red Circled" at his current rate and shall receive all annual increases and as well the Terrace Residential Operator shall be "Red Circled" at his current rate and shall receive all annual increases.
6. The Parties agree that the Pension contributions as referenced in Article 19.01 shall be \$1.50 per hour for this location. All other provisional language as contained in this Article shall apply.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

**Re: Imposition of Disciplinary Measures**

The Company and the Union agree that in accordance with the provisions of the Collective Agreement there must be a clear distinction between discipline imposed for general employment related offenses and discipline imposed on drivers for all incidents/accidents involving vehicle or property damage.

The Company retains the discretion to determine the level of discipline to be imposed for general employment related offenses subject to the Union's right to grieve any discipline imposed. The Company will exercise its discretion in this regard in accordance with the jurisprudence and in accordance with the William Scott decision of the BC Labour Relations Board and in accordance with the principles of progressive discipline. A separate disciplinary record for each employee will be kept respecting these general employment related offenses.

With respect to discipline imposed on drivers for incidents/accidents involving vehicle or property damage, Company Policy will be used to assess corrective action. A separate disciplinary record for each employee will be kept respecting discipline imposed on drivers for incidents/accidents involving vehicle or property damage. The Company also retains the discretion to determine the level of discipline to be imposed, subject to the Union's right to grieve said discipline.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

**Re: Partial Postings ("Postings")**

The parties agree to the following, that:

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

**Re: New Business**

The Company and the Union agree to meet to consider modifications to the terms and conditions of the Collective Agreement for the purposes of securing business opportunities for Special Events. If any mutually agreed-to modifications are reached, they shall be by a Letter of Understanding and shall be for one (1) project and a specific period of time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

**Re: KELOWNA - Loose Commercial Hand Pick-Up Collection**

The Parties agree that employees who perform this type of work shall be paid at the Front Load rate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #6**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

All employees, at each location that ratifies this tentative agreement, shall receive a signing bonus of \$150.00. This amount shall be paid by separate cheque within two (2) weeks of the date of ratification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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