

- COMMERCIAL DEPENDENT CONTRACTORS -

By and Between:

WASTE MANAGEMENT OF CANADA CORPORATION  
COQUITLAM, BC

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

Duration: April 1, 2009 to March 31, 2013

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its Commercial Dependent Contractors; to provide an amicable method of settling grievances or differences which may arise; to further: the safety and welfare of the Owner/Lease Operators; economy, efficiency and productivity of the operation; quality of work done; protection of property; a higher level of customer service standards; and to strive for a more competitive market place: to maintain mutually satisfactory working conditions, hours and wages for Owner/Lease Operators who are subject to the provisions of this Agreement.

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 the Union as the sole representative of and bargaining agent for all Commercial Dependent Contractors contained in this Collective Agreement and who work at and from any location within the geographic area of the "Lower Mainland", as defined.

The "Lower Mainland" is defined as that area of British Columbia which is west of the eastern boundary of Hope; south of the northern boundary of Whistler, BC; east of the Georgia Strait; and north of the Canada US border.

- 2.02 Whenever the term "Commercial Dependent Contractor" is used, it shall be construed as meaning "Owner/Lease Operator" unless otherwise specifically stated.
- 2.03 An Owner/Lease Operator shall be defined as a person who owns or leases and operates equipment in accordance with Article 14.10, as the principal operator.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 Each Owner/Lease Operator covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Should an Owner/Lease Operator, at any time, cease to be a member in good standing of the Union, the Company shall, upon written notification from the Union, terminate such Owner/Lease Operator by the last day of the month following.

In the event the Company is required by the Union to terminate an Owner/Lease Operator's contract pursuant to this Article, the Union agrees to indemnify and hold harmless all matters against the Company in the event of subsequent proceedings being brought against the Company for such termination.

The Union shall have the exclusive right to determine who is a member in good standing.

- 3.02 It is agreed that in addition to this Collective Agreement, the Company shall require from each Owner/Lease Operator, which for greater certainty will be a corporation, a Commercial Contract in the form attached covering company/lessee arrangements.

This contract shall not conflict with any of the terms or conditions of this Collective Agreement. Further, it shall not be a breach of the Commercial Contract where the Owner/Lease Operator complies with the terms and conditions of this Collective Agreement.

- 3.03 The Company shall hand each new Owner/Lease Operator a Union membership card and dues deduction card. The Owner/Lease Operator shall complete said cards and return them to the Company. The Company shall submit the Union membership card to the Union, and shall retain the dues deduction card on the Owner/Lease Operator's file. The Company shall deduct such fees, dues and assessments as provided by the Union by the end of every month and shall submit said monies to the Union before the twenty-fifth (25th) day of the following month. It is understood and agreed by the parties that the calculation of the dues shall be based on the appropriate WM Coquitlam Hourly Front Load rate. The Company shall submit to the Union a check-off list containing the names and social insurance numbers of every Owner/Lease Operator and the monies applicable to each Owner/Lease Operator. The Union will indemnify and hold harmless all actions brought against the Company for all such deductions and remissions when in accordance with this Article.
- 3.04 Upon receiving at least one (1) month's notice from the Union, by registered mail, of a change in fees, dues or assessments charged by the Union, the Company shall make deductions in accordance to the notice, effective the date given.
- 3.05 The Company shall notify the Union in writing of new Owner/Lease Operators hired by the Company, stating the effective date of hiring, within thirty (30) days of such hiring, and shall further provide to the Union, semi-annually during the term hereof, a list setting forth the name, starting date and classification of work of each Owner/Lease Operator.
- 3.06 Posting of a Union insignia on the driver's side vent window of Owner/Lease Operated owned trucks and tractors shall be permitted, subject to the size not exceeding sixteen (16) square inches.
- 3.07 The Union may elect or appoint up to two (2) Shop Steward(s) to represent the Owner/Lease Operators and the Union shall provide written notice to the Company. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.
- 3.08 Representatives of the Union, after notifying the Company, shall have access to the Company's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement. During such visits the Union will not interfere with the direction of the Company's operations.
- 3.09 It shall not be a violation of this Collective Agreement or cause for discipline for any Owner/Lease Operator who, in performance of his duties, refuses to cross a legal picket line.

- 3.10 In the event the Union brings Owner/Lease Operators covered by this Agreement to the negotiating table, said Owner/Lease Operator shall be granted a leave of absence and the Union and the Company shall compensate said Owner/Lease Operator, in equal amounts, at the applicable rate as referenced in Article 14.01.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union agrees that it is the exclusive right of the Company, 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 jobs, relocate, extend, curtail or cease operations: to make and alter from time to time, and enforce rules of conduct and procedure; to establish types and amounts of equipment to be used; establish for bona-fide business reasons and after consultation with the affected Owner/Lease Operator, route start times and schedules and to judge the qualifications of Owner/Lease Operators, not in conflict with Articles of this Agreement; and to maintain discipline and efficiency; to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline an Owner/Lease Operator. However, this clause shall not deprive the Owner/Lease Operator of the right to exercise a grievance procedure as outlined in this Article.

- 4.02 Force Majeure. In circumstances of force majeure, limited to the discontinuance of operations due to freeze up, excessive snow, flood, earthquake and/or explosions and collapse of equipment and/or buildings, those provisions of the Agreement penalizing the Company 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 Company, the parties will by mutual agreement add such Act of God or event to this clause.

Where there is an incident of Force Majeure that results in a curtailment of business operations, the Owner/Lease Operators will be contacted on an individual basis for a mutually agreeable determination on the continuation of their respective routes. In the event there is no agreement reached the Company's determination shall be final. Where there is an agreed to continuation of an Owner/Lease Operators route, Article 14.07 shall apply.

- 4.03 An Operations and Safety Rules Book will be issued to and reviewed with each Owner/Lease Operator and his replacement driver. Each Owner/Lease Operator and his replacement driver will be required to sign that each person has received an Operations and Safety Rules Book and that it has been reviewed with each person.
- 4.04 The Union agrees that it is the exclusive right of the Company, subject to the terms and conditions of this Agreement, to periodically institute programs associated with the Company's desire to improve customer service, revenue generation, efficiency and safety. These programs, such as but not limited to, Service Machine, Snapshot, HOC and overweight standards shall be fully communicated to the Owner/Lease Operators in advance of implementation. The Company shall have the right to discipline an Owner/Lease Operator who fails to comply with program requirements.

- 4.05 The Parties, Owner/Lease Operators and their replacement drivers/swampers agree to cooperate in all matters related to workplace and worksite security. Where there is a customer workplace/worksite access condition that requires the Owner/Lease Operator and/or their replacement driver/swampers receive clearance by means of a security background check, the Company agrees to pay all costs associated with the background checks.
- 4.06 The Company will provide notice of Safety Meetings a minimum of fourteen (14) days in advance. Attendance by each Owner/Lease Operator and/or their replacement Driver(s) shall be considered mandatory and those in attendance shall receive compensation in accordance with Article 14.01.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

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

STEP 1: An Owner/Lease Operator shall file his grievance with his Route Manager within seven (7) calendar days of his having the opportunity of becoming aware of the grievance. The Owner/Lease Operator's Route Manager, the Owner/Lease Operator and his Shop Steward shall meet promptly to endeavour to resolve the grievance.

STEP 2: Should a solution not be reached at Step 1, within the seven (7) calendar days referenced in Step 1, the grievance shall be filed in writing with the District Manager. The District Manager, or his designate in the event that he is absent, the Owner/Lease Operator, Shop Steward and/or Business Representative shall meet promptly to endeavour to resolve the grievance.

If they are unable to resolve the grievance within ten (10) calendar days of its being referred to the District Manager, it shall be referred to Mediation/Arbitration within thirty (30) calendar days.

The time limits are mandatory and if they are not complied with (provided they have not been mutually waived by the parties in writing) the grievance shall be deemed to be abandoned.

- 5.02 Where the parties elect to proceed to Arbitration, the parties shall mutually agree to a single arbitrator. If the parties cannot mutually decide upon a choice for an arbitrator, either party may request the Minister of Labour to appoint a single qualified arbitrator.
- 5.03 The Arbitration Board shall not have the power to change, modify, extend or amend this Agreement or to award costs or damages against either party. The Arbitration Board shall have the power to order, if it deems proper that any Owner/Lease Operator who has been wrongfully suspended, dismissed or otherwise disciplined or discharged, be reinstated without loss of pay or benefits or a portion thereof. The decision of the Arbitrator shall be binding on both parties.

- 5.04 Each party shall pay its own costs, fees and expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 5.05 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays.
- 5.06 If the Company or the Union has a policy grievance it shall begin at Step 3 of the Grievance Procedure.

## **ARTICLE 6 - SENIORITY**

- 6.01 All new Owner/Lease Operators shall serve a probationary period of sixty (60) worked days. A probationary Owner/Lease Operator shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the Owner/Lease Operator's seniority shall date from the date of hire.
- 6.02 For purposes of this Collective Agreement, an Owner/Lease Operator's seniority date shall commence no earlier than the last date the Owner/Lease Operator was hired by the Company as a "Commercial Dependent Contractor".
- 6.03 Where the Company requires a reduction of its Owner/Lease Operators, the affected Owner/Lease Operator shall have the opportunity to exercise his seniority rights to bump a less senior Owner/Lease Operator of his choosing and the Company shall lay off the least senior Owner/Lease Operator. It is agreed by the Parties that prior to any reduction/cancellation/lay-off/bumping occurring, that a meeting will be held by and between the Company and the Owner/Lease Operators for discussions on the reduction/lay-off/bumping. In no case shall any reduction/cancellation/lay-off/bumping occur before seven (7) days have elapsed from the meeting referenced previously.

Where an Owner/Lease Operator receives, in writing, notification of the cancellation of his posting, the Owner/Lease Operator shall, within four (4) calendar days of receiving his cancellation notice, exercise his seniority and either;

- (a) exercise his seniority within his seniority list, qualifications, skill and ability considered; or
- (b) immediately be placed on lay off.

In the event an Owner/Lease Operator is bumped he shall, after discussions with the Company and a review of a current seniority list / routes available, have one (1) day to either;

- (a) exercise his seniority within his seniority list, qualifications, skill and ability considered; or
- (b) immediately be placed on lay off.

- 6.04 When vacancies occur, the Company shall rehire laid off Owner/Lease Operators by seniority, beginning with the most senior Owner/Lease Operator and proceeding in turn thereafter.

- 6.05 All seniority shall be retained and accumulated in the following instances:
- (a) During authorized leave of absence.
  - (b) During the period an Owner/Lease Operator is on Workers' Compensation.
  - (c) Absence due to non-occupational accident or illness. When medically unfit to perform their duties, the Owner/Lease Operators will be continued on the seniority list until fit, or for two (2) years, whichever comes first.
  - (d) For a period of one (1) year from the date of most recent lay-off.
- 6.06 All seniority shall be lost for any of the following reasons:
- (a) Voluntary resignation.
  - (b) Dismissal for cause and failure to be reinstated through the grievance procedure.
  - (c) An Owner/Lease Operator who has been laid-off and fails to return to work within seventy-two (72) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. This period may be extended to one hundred and twenty (120) hours, due to major mechanical problems, with Company permission. Written notice shall be by "registered mail". It shall be the responsibility of the Owner/Lease Operator 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 seventy-two (72) hours notification is issued.
  - (d) Continuous lay-off in excess of one (1) year.
- 6.07 Where an Owner/Lease Operator loses his commercial license due to expiration, suspension or revocation, he shall be required to immediately inform the Company. An Owner/Lease Operator who does not immediately inform the Company of the expiration, suspension or revocation of his license may be subject to discipline up to and including discharge.

An Owner/Lease Operator shall not knowingly permit their replacement driver(s) to operate an Owner/Lease Operator's equipment without a valid commercial vehicle license. An Owner/Lease Operator who knowingly permits a replacement driver to operate an Owner/Lease Operator's equipment without a valid commercial vehicle license may be subject to discipline up to and including discharge.

## **ARTICLE 7 - POSTINGS**

- 7.01 All new or vacant routes shall be posted for seven (7) calendar days and shall be subject to seniority. It is agreed that once an Owner/Lease Operator bids and accepts a "route", the Owner/Lease Operator shall not be entitled to bid for another route for a period of one (1) year. It is understood that where , as referenced in Article 6.04, an Owner/Lease Operator is recalled and is unable to bid a route the one (1) year time bar shall not apply.

- 7.02 It is agreed that where a "route" requires a swamper, such swamper shall be an employee of the Company and shall be paid by the Company for all wages and benefits. The Company retains the sole right in determining as to whether or not a route requires a swamper.

## **ARTICLE 8 - HOURS OF WORK AND SHIFTS**

- 8.01 The standard work week for all Owner/Lease Operators shall be from Monday through to Friday.
- 8.02 An Owner/Lease Operator or his replacement Driver shall not be required to exceed twelve (12) hours of on duty time per twenty-four (24) hour day. An Owner/Lease Operator or his replacement Driver shall not be required to exceed sixty (60) hours of on duty time in any week. Where an Owner/Lease Operator or his replacement driver has completed his assigned route he shall not be required to accomplish any additional work.
- 8.03 An Owner/Lease Operator shall have at least ten (10) consecutive hours' rest after he has completed a shift.

## **ARTICLE 9 - STATUTORY HOLIDAYS**

- 9.01 The Owner/Lease Operator has the right to take statutory holidays. The statutory holidays shall be the same days as contained in the Waste Management Coquitlam, hourly employees Collective Agreement.

Where a statutory holiday falls on an Owner/Lease Operator's scheduled days off or where an Owner/Lease Operator elects to work on a statutory holiday, such Owner/Lease Operator shall be entitled to a day off in lieu subject to Article 14.06 and 14.07.

## **ARTICLE 10 - VACATION**

- 10.01 Upon completion of continuous employment with the Company for the number of years hereafter listed, an Owner/Lease Operator shall be granted annual vacation as follows subject to Article 14.06 and 14.07:
- (a) at any time after one (1) year - two weeks or,
  - (b) at any time after three (3) years - three weeks or,
  - (c) at any time after six (6) years - four weeks.
  - (d) at any time after twelve (12) years - five (5) weeks

Where an Owner/Lease Operator supplies a replacement driver for his annual vacation entitlement or a portion thereof, the Owner/Lease Operator agrees to provide the Company with the commencement and end dates of the Owner/Lease Operator's vacation.

Where an Owner/Lease Operator forfeits his route for vacation time it is agreed that;

- (i) There shall only be one (1) Owner/Lease Operator permitted to forfeit his route, to a maximum of three (3) weeks, at any given time. Seniority shall be the governing factor in the event that there is more than one request for the same time period.
- (ii) The Owner/Lease Operator will provide the Company, in writing, their desired Vacation time, a minimum of thirty (30) days in advance of their requested time off. The Company shall confirm, in writing, the Owner/Lease Operator's Vacation time within four (4) days of receipt of the request provided any such request is in accordance with 10.01 (i).

## **ARTICLE 11 - HEALTH AND WELFARE BENEFITS**

The Company shall make contributions in the following amounts on behalf of each Owner/Lease Operator to the Operating Engineers' Benefits Plan;

Date of ratification – The Company shall be required to make a one time payment to the Operating Engineers' Benefits Plan in the amount of six hundred and seventy-five dollars (\$675.00) on behalf of each and every Owner/Lease Operator and up to one replacement driver per Owner/Lease operator.

Thereafter, the Company agrees to remit the amount of two-hundred and twenty-five dollars (\$225.00) on behalf of each and every Owner/Lease Operator and shall submit said monies to the Operating Engineers' Benefits Plan before the twenty-fifth (25th) day of the following month and each month thereafter.

April 1<sup>st</sup>, 2010 – The Company's remittance shall increase to two hundred and thirty-five dollars (\$235.00).

April 1<sup>st</sup>, 2011 – The Company's remittance shall increase to two hundred and forty-five dollars (\$245.00).

April 1<sup>st</sup>, 2012 – The Company's remittance shall increase to two hundred and fifty-five dollars (\$255.00).

The Operating Engineers' Benefits and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from the Union.

The Company agrees to be bound by the terms of the Trust Agreements.

The Company is required to report on the forms provided by the Operating Engineers' Benefits Plan.

Contributions must be mailed or delivered by the Company to the Administrator of the Operating Engineers' Benefits and Pension Plans at his office located in Suite 402 at 4333 Ledger Avenue, Burnaby, B.C. no later than the twenty-fifth (25th) day of the month following that which contributions cover.

In the event the Company fails to remit contributions to Operating Engineers' Benefits Plan in accordance with this section of this Agreement:

- (a) The Union is free to take the following economic action:

- (i) demand payment of the two percent (2%) per month delinquency charge as provided for in this Agreement; and/or
- (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and

where the Employer has failed to comply with (i) and (ii) above, then

- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Company, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Article only may include the withholding and the withdrawal of dispatches to the Company.

- (b) The Company agrees that he shall
  - (i) pay the delinquency charges referred to in (a) (i) of this section and
  - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this section

whenever they are demanded in accordance with the provisions as set out in this Agreement.

The Members' Representative of Local 115 may inspect during regular business hours and audit the Company's record of contributions made to the Operating Engineers' Benefits Plan.

The Operating Engineers' Benefits Plan Auditor shall be permitted to inspect and audit the Company's record of contributions made to the Plan and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Company of his intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Benefits and Pension Plans shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan.

Benefits which will be provided under these Plans are as follows:

- (a) Medical surgical benefits;
- (b) Weekly indemnity benefits for non-occupational sickness and accident;
- (c) Such additional benefits as the Trustees of the Plans shall periodically determine.

## **ARTICLE 12 - HEALTH AND SAFETY**

- 12.01 The Company, Union, the Owner/Lease Operator and/or his replacement driver shall cooperate in the matters of safety and health. The Company agrees to involve Owner/Lease Operators in its Health and Safety Program. A minimum of one (1) Owner/Lease Operator shall be appointed to the Company's Health and Safety Committee.
- 12.02 It is to the mutual advantage of both the Company and the Owner/Lease Operator that equipment that is not in a safe operating condition not be used until it is repaired. It shall be the duty of the Owner/Lease Operator and/or his replacement driver to report all unsafe equipment promptly. All Company equipment defects so reported will be inspected and corrected if necessary. The equipment will then be certified as being satisfactory for service and safe for operation and this information made available to the Owner/Lease Operator and/or his replacement driver for the next trip. The Owner/Lease Operator will maintain his equipment in a safe operating condition.
- 12.03 The Company shall supply uniforms and gloves to all Owner/Lease Operators and up to one replacement driver per Owner/Lease Operator per year. Uniforms, which will be replaced every year, shall consist of three (3) pairs of pants, three (3) shirts and a jacket. In the alternative, three (3) sets of coveralls will be provided. Owner/Lease Operators and their replacement Drivers will wear, launder and reasonably maintain their uniforms.

Where a uniform is issued, the wearing of the uniform shall be mandatory and if not worn, the Owner/Lease Operator and/or his replacement driver may be subject to discipline.

Where special safety clothing is required for unusual work conditions, or wet gear and rubber footwear, the Company shall make such clothing or gear available as the situation warrants.

## **ARTICLE 13 - MAINTENANCE, COSTS AND REPAIRS**

- 13.01 It is agreed by the parties that all equipment shall be maintained and operated in a safe manner and in accordance with all applicable laws and regulations as well as all Company Policies and procedures.
- 13.02 The Company shall provide a repair facility and qualified mechanics for the repairs of the Owner/Lease Operator's equipment. To ensure compliance with Waste Management, Provincial and Federal government standards, only certified mechanics will be permitted to work on the equipment, with the exception of mutually agreed to minor repairs and repairs performed at third party companies that are recognized by the Company. Where any such repair is performed, the Owner/Lease Operator agrees to provide all documentation including invoices and parts lists to the Company. The Owner/Lease Operator and/or his replacement driver shall be responsible for ensuring that their vehicles are available for the shop to conduct preventative and compliance related maintenance, inspections and repair activities as required. It is agreed and understood that all preventative maintenance work shall be accomplished on a predetermined monthly schedule. Where a certified mechanic determines that a repair, that is not safety related, must be effected to an Owner/Lease Operator's vehicle, the Owner/Lease Operator will be contacted immediately for authorization for the repair.

13.03 The Company shall provide the manufacturer's warranty on new parts used to repair the Owner/Lease Operator's equipment. The Company shall attach a copy of any and/or all invoices received from any supplier identifying the cost, where possible, for all parts used to effect any repairs. Where the cost of the parts can be not identified at the time of repair, the Owner/Lease Operator shall receive full disclosure of the part cost attached to the Owner/Lease Operator's statement as referenced in Article 14.03. All parts and supplies used for equipment repairs on the Company premises will be surcharged at ten percent (10%) to a maximum aggregate total per invoice of two hundred dollars (\$200.00). This surcharge applies to all those parts or supplies itemized on the Company work order. Freight charges associated with emergency part orders will be billed directly and shall not be subject to the ten percent (10%) surcharge.

An Owner/Lease Operator shall have the right to provide any and/or all parts needed to repair his vehicle provided the part(s) are approved by the Company and are of similar quality to those that would have been used by the Company. Any and/or all parts provided which meet Company specifications and are received from any third party company that is recognized by the Company shall be deemed to have received Company approval. Any part(s) provided by the Owner/Lease Operator, in this manner, shall not be subject to the ten percent (10%) surcharge.

The Company shall provide a minimum of a thirty (30) days warranty on labour for any repairs effected by the Company on the Owner/Lease Operators equipment. Owner/Lease Operators shall not be responsible for the costs and/or payment of any repairs, maintenance costs, parts (costs where possible) or supplies where the Owner/Lease Operator does not receive a copy of any work order which shall be deposited in the Owner/Lease Operators secure locker / vehicle information center and/or by e-mail within seven (7) days of any work being completed. Owner/Lease Operators will be required to sign and/or acknowledge the receipt of the work order.

13.04 Shop rates as provided by the Company shall be:

Year 1 - \$60.00

Year 2 - \$65.00

Year 3 - \$70.00

Year 4 - \$75.00

13.05 When an Owner/Lease Operator is required to have a two-way radio, computer, scales, GPS or any other additional Company mandated equipment in his truck, the Company shall pay for all such equipment, installations, and maintenance of such equipment.

13.06 The use of third party companies that are not recognized by the Company, for the purpose of repair or modification of the equipment must first receive authorization from the Fleet Manager or his designate prior to any such activities taking place. The Owner/Lease Operator shall be responsible for ensuring that all repairs to the equipment are carried out with due diligence.

- 13.07 The Owner/Lease Operator shall be responsible for ensuring the cleanliness and good appearance of the truck, consistent with Company standards. The Company shall provide a truck wash bay at no cost to the Owner/Lease Operator.
- 13.08 If an Owner/Lease Operator's equipment breaks down, the Company will make all reasonable efforts to reallocate Company equipment. The Owner/Lease Operator shall not be responsible for repairs of such equipment, provided there is no negligence in the care of the Company's equipment. It is understood that an Owner/Lease Operator shall be responsible for all fuel and for fluids used during the course of such use of the Company's equipment.
- 13.09 The Company shall provide terminal facilities and parking space. The Owner/Lease Operator shall have the right to park his equipment at a location of his choosing subject to approval from the District Manager, Fleet Manager or their designate.
- 13.10 The Company shall make available to the Owner/Lease Operator diesel fuel at the Company's monthly average purchase price subject to the following fuel surcharge:

It is agreed by the Parties for the purposes of this calculation that the base fuel cost as of July 1 2009 shall be established at no less than ninety cents (\$0.90) per litre including G.S.T.. For each and every four cent (\$0.04) increase to the base fuel cost in any calendar month an Owner/ Lease Operator shall receive an additional one cent (\$0.01) per yard for that calendar month. This fuel surcharge shall paid be in accordance with Article 14.03. It is understood and agreed where the fuel surcharge is being paid to the Owner/ Lease Operator and there is a decrease in the monthly average fuel prices the same calculation as referenced shall be applied inversely; e.g.

Fuel cost: 94 cents (\$0.94)	O/O receives additional 1 cent (\$0.01) per yd
Fuel cost: 98 cents (\$0.98)	O/O receives additional 2 cents (\$0.02) per yd

The Company agrees to contact the Shop Steward(s) by the eighth (8<sup>th</sup>) day of each month with the Company's previous monthly average fuel purchase price.

- 13.11 Each Owner/Lease Operator and/or his replacement driver shall be required to supply a copy of their daily fuel slip during the daily check-in procedure. The fuel slip submitted must identify the quantity of fuel used. Where the Owner/Lease Operator's vehicle is parked off-site, the Owner/Lease Operator and/or his replacement driver shall be required to fax a copy of the fuel slip to the Company's office on a daily basis.
- 13.12 The Company shall establish a fixed rate charge out chart. This chart shall include scheduled service maintenance and other services. This chart shall be posted in the Fleet Manager's office and shall form part of this Collective Agreement.

Vancouver Fleet Services  
Standard Repair Times

JOB	Min. time (in hrs)	Max. time (in hrs)
PM A (150 hours)	1.5	2.5
PM Oil (600 hours)	2	4
PM C (Annual Inspection)	1	1
PM D (1200 hours)	3	5
PM E (2400 hours)	4	6
Brake jobs per axle	3	6
Brake adjustments tandem axle	N/A	1
Brake Pot	N/A	1.25
Slack Adjuster	N/A	1
Tires Re & Re	N/A	.5
Truck Washing	N/A	\$55 flat rate Maximum of 2 charges per month.

All hours will be billed out at the shop rate per hour. Jobs will vary depending on the unit, and work involved, so the min. time and max. times will be used for the above jobs. All other repairs will be charged at the hourly rate and according to standard repair times.

**ARTICLE 14 - COMPENSATION AND PAY PERIODS**

14.01 The Company will guarantee a minimum of five hundred and fifty (550) yards per day, averaged on a monthly basis, for each Front-Load route in effect.

Effective October 1, 2009, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and fifty-six cents (\$1.56) per yard.

Effective April 1, 2010, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and sixty cents (\$1.60) per yard.

Effective April 1, 2011, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and sixty-four cents (\$1.64) per yard.

Effective April 1, 2012, all Front-Load Owner/Lease Operators shall be paid no less than one dollar and sixty-eight cents (\$1.68) per yard.

It is agreed that each Owner/Lease Operator shall receive, upon ratification, the amount of two thousand dollars (\$2000.00) in lieu of retroactivity.

It is agreed by the Parties that a premium of one and one half (1 1/2) times the yardage rate shall be paid for all yardage collected in the following circumstances;

- (a) where an Owner/Lease Operator has completed his assigned route and is offered additional work by the Company
- (b) where an Owner/Lease Operator is offered additional work by the Company outside the standard work week.

Any such additional work shall be offered to the Owner/Lease Operators by seniority and further it is understood that an Owner/Lease Operator shall only receive this premium on the yardage collected and this work shall not be subject to the guarantee referenced in this Article.

Where a Owner/Lease Operator and/or his replacement driver is required by the Company to attend any negotiations, operational/safety meeting or training he shall be compensated at the rate of thirty-nine dollars (\$39.00) per hour for a minimum of one (1) hour. Shop Stewards meeting with the Company for the purposes of conducting Union business shall also be compensated at the rate listed.

- 14.02 Where the Company determines there is a necessity to reinitiate Owner/Lease Operators into the Roll-Off line of business, the parties shall meet to establish a rate schedule. Where there is a dispute to the rates paid and the parties do not agree, the matter shall be referred to arbitration.
- 14.03 The Company shall, on each Owner/Lease Operator's pay statement, provide full particulars of all earnings and deductions, which would include any repair or work orders issued from any source, for the period. It is agreed that an Owner/Lease Operator shall have the right, upon request, to review the Company's records to confirm the cost(s) of any parts used to repair the Owner/Lease Operator's vehicle to ensure those part(s) have been billed in accordance with this Agreement. This statement shall indicate all earnings and deductions up to and including the last working day of the month. The statement and pay cheque shall be provided to each Owner/Lease Operator on or before the fifteenth (15th) of the following month. Either party shall have a maximum of thirty (30) days from receipt/issuance of the statement to notify the other party in writing of any disputed items. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the disputed item shall be deemed to be correct and any grievance deemed to be abandoned. All unresolved disputes shall be subject to the grievance procedure as set out in this Collective Agreement.
- 14.04 An Owner/Lease Operator shall receive a draw on his earnings on or before the last day of the month. The amount of the draw, to a maximum of eight thousand dollars (\$8,000.00), shall be mutually agreed by the Owner/Lease Operator and the Company and the draw is to be by electronic deposit.
- 14.05 The Owner/Lease Operator shall be responsible for and shall pay the following: equipment licensing fees, vehicle insurance premiums and deductibles; equipment maintenance and repair expenses, fuel, oil, grease, parts, shop supplies, and tires; UIC, CPP, and Income Taxes; Conditional Sale or Lease payment; levies, fines, or assessments as agreed to in this Collective Agreement. The Company shall retain the right to deduct the amount owing from the Owner/Lease Operator's month end statement.
- 14.06 Where an Owner/Lease Operator is unable to fulfill his regular duties as a result of an injury and/or illness but an agreement is reached where an Owner/Lease Operator may return under a G.R.T.W. (graduated return to work) and/or a T.W.A. (transitional work agreement), the Owner/Lease Operator's compensation will be based on the appropriate Waste Management Coquitlam Front Load hourly rate of pay.

- 14.07 Where an Owner/Lease Operator is unavailable for work due to absenteeism, the Owner/Lease Operator shall provide, where possible, a replacement operator at the Owner/Lease Operator's expense.

Where an Owner/Lease Operator provides a replacement driver, and that replacement driver works in excess of forty (40) hours in any one month, the Company shall deduct from the Owner/Lease Operator's monthly statement an amount equivalent to union dues for that replacement driver in that month and shall remit this amount to the Union before the 25th day of the following month. It is understood and agreed by the parties that the calculation of the dues shall be based on the appropriate Waste Management Coquitlam Hourly Front Load rate.

- 14.08 It is agreed and understood by the parties that Owner/Lease Operators and/or replacement drivers are expected to complete their assigned route on a daily basis. Where an Owner/Lease Operator and/or replacement driver is unable to complete his assigned route on any given day for any reason, the Owner/Lease Operator and/or replacement driver shall have the option of forfeiting his assigned route or any portion thereof, to the Company. The Owner/Lease Operator and/or replacement driver shall give, where practical, at least four (4) hours notice to dispatch of any forfeiture.

Where an Owner/Lease Operator and/or replacement driver is unable to complete his assigned route on any given day for any reason, it is agreed that the Owner/Lease Operator shall only receive payment for the yardage collected. It is further agreed that where there is a forfeiture as described herein, that neither the daily guarantee nor the averaging provision as referenced in Article 14.01, shall apply for this day. That is; the Owner/Lease Operator shall only receive payment for the yardage picked up on any day as referenced herein and this day shall not be included in the averaging calculation.

It is understood that where the forfeiture of work occurs on a consistent basis, such work will be subject to an immediate review by the Owner/Lease Operator and/or replacement driver and the Company and the route may be amended or revised to allow for the completion of the route on a daily basis.

- 14.09 Where the Owner/Lease Operator forfeits his assigned route and should the Company require the Owner/Lease Operator's equipment to complete the route, the Owner/Lease Operator shall be contacted immediately for permission to use his equipment. The Company shall be responsible for all fuel and for fluids used during the course of such use and the Company shall be responsible for ensuring that proper pre-trip and post-trip inspections are done. The Company shall not be responsible for repairs of such equipment provided there is no negligence in the care of the Owner/Lease Operator's equipment. 14.09 At no time shall the Company use the Owner/ Lease Operators equipment without the Owner/ Lease Operators permission.

- 14.10 With the exception of absences due to Vacation, Workers Compensation, authorized leave of absence and/or non occupational accident and/or illness, an Owner/Lease Operator shall be required to work an average of three (3) days per week. The exceptions listed herein shall be deemed to be days worked by the Owner/Lease Operator for the purposes of the calculation of the "shift average". To determine the "shift average", the Company shall have the right to review, twice per year at six (6)month intervals, the days worked by an Owner/Lease Operator (including any of the days attributed to the referenced exceptions) in comparison to the number of days worked by their replacement driver.

## **ARTICLE 15 - ATTENDING COURT & MEDICAL EXAMINATIONS**

- 15.01 The Company shall grant a leave of absence without pay to Owner/Lease Operators who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Owner/Lease Operator's private affairs subject to Article 14.06 and 14.07.
- 15.02 The Company, the Union, the Owner/Lease Operator and replacement drivers shall all cooperate in all matters of safety and health. The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. The Owner/Lease Operator retains the right to be examined by his own physician.

## **ARTICLE 16 - BEREAVEMENT LEAVE**

- 16.01 In the event of the death of an immediate family member and upon the request of an Owner/Lease Operator, a leave of absence of up to three (3) working days shall be provided to the Owner/Lease Operator subject to Article 14.06 and 14.07.

Immediate family shall be defined to include a spouse (including common-law), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmothers and grandfathers.

## **ARTICLE 17 - INTERVIEWS, ACCIDENTS & DISCIPLINE**

- 17.01 The Company has the right to discipline and discharge for just cause and/or for breach of the Owner/Lease Operator Contract. All such action must be acknowledged by the Owner/Lease Operator's signature with a copy retained by the Owner/Lease Operator. In instances of discharge, the Business Representative must be notified and a grievance for discharge shall begin at Step 3 of the Grievance Procedure; other disciplinary action will be taken after discussion with the Owner/Lease Operator and other relevant individuals.
- 17.02 Where an Owner/Lease Operator is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could give rise to discipline, a Shop Steward of the Owner/Lease Operator's choice must be in attendance. It is agreed that time is of the essence.
- 17.03 An Owner/Lease Operator shall be given a copy of the fact finding upon request.
- 17.04 All disciplinary action may be subject to the grievance and arbitration procedure.
- 17.05 In any instance where an Owner/Lease Operator or their replacement driver incurs a levy, fine and/or assessment and is required to pay the levy, fine and/or assessment, the Owner/Lease Operator or their replacement driver shall be allowed prior to the remittance of the applicable amounts, the opportunity to have a fact finding or investigation held to determine as to whether the Owner/Lease Operator or the Company shall incur the liability.

Where a fine, ticket, levy or notice of violation is received personally by the Owner/Lease operator or his replacement driver, the Owner/Lease Operator or his replacement driver must notify the Company the same day as receiving such.

- 17.06 The Owner/Lease Operator or his replacement driver shall immediately advise the Company in the event of an incident involving property damage and/or vehicle accident, and report all details in writing. Failure to provide a written statement of either an incident and/or accident within twenty-four (24) hours of the occurrence of such, may result in discipline being issued.
- 17.07 In the event an Owner/Lease Operator or his equipment is unavailable to perform the services due to unforeseen circumstances or otherwise, the Owner/Lease Operator shall immediately so advise the Company.
- 17.08 It is understood and agreed that the Company shall have the right, where there is cause, to request that an Owner/Lease Operator terminate the employment of his replacement driver.

#### **ARTICLE 18 - LICENSING AND INSURANCE, W.C.B. AND NEW EQUIPMENT PURCHASES**

- 18.01 It is agreed that all Owner/Lease Operator equipment will be properly licensed and insured. The Company shall provide the licenses and insurance. The Owner/Lease Operator shall pay all costs of such licenses and insurance and all fleet plan and/or safe driver rates shall be returned to the Owner/Lease Operator.

The insurance policy shall provide ten million dollars (\$10,000,000.00) third party liability and one thousand dollars (\$1,000.00) deductible on collision. In the event of third party damage, the Company shall forward such claim under the Company's third party insurance policy to the Company's insurance carrier for settlement.

- 18.02 The Company shall remit to the proper authorities the necessary premiums or assessments for each Owner/Lease Operator and their replacement drivers employed under the terms of this Collective Agreement. The said remittances and/or premiums will ensure that the coverage each Owner/Lease Operator and their replacement drivers would receive would be at the maximum allowable benefit paid under the W.C.B. Act.

The Owner/ Lease Operator shall provide the Company, at the end of every month, a record of their replacement driver's hours.

Where any Owner/ Lease Operator or his replacement driver is actively engaged in other business endeavours, this information must be disclosed to the Company. Failure to disclose this information may result in the termination of the Commercial Contract and/or the termination of employment.

Where applicable an Owner/ Lease Operator or his replacement driver who is actively engaged in another business endeavour ~~he~~ shall be required to provide proof of WCB coverage.

- 18.03 Owner/Lease Operators shall be involved in the component specifications of any new equipment offered by the Company. Both parties recognize that Company mandated specifications will override Owner/Lease Operator requests.
- 18.04 Any equipment that is either purchased from the Company or sold to the Company by the Owner/Lease Operator shall be purchased or sold in good operating condition and state of repair. In the event the parties cannot agree on the operating condition or repairs

necessary to effect said condition an independent estimator shall be mutually agreed to by the parties to determine the condition and repairs needed. The cost of such estimator shall be paid equally by the Owner/Lease Operator and the Company.

## **ARTICLE 19 - SAVINGS**

- 19.01 If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 19.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Company, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

- 20.01 In this Article, "technological change" shall mean:
- (a) the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized; and
  - (b) a change in the manner in which the Company carries on its work undertaking or business that is directly related to the introduction of that equipment or material.
- 20.02 If the Company introduces a technological change that will directly result in the termination of any regular Owner/Lease Operator:
- (a) The Company will provide sixty (60) days advance written notice of the technological change to the Union. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular Owner/Lease Operators who will be terminated as a direct result of the technological change.
  - (b) The Company will, upon the request of the Union, meet with the Union as soon as possible after providing the above notice in order to discuss the technological change.

## **ARTICLE 21 - DURATION**

- 21.01 This Agreement shall be in full force and effect from and including April 1, 2009, to and including March 31, 2013, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of March 31, 2013, or immediately preceding the

anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

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

21.03 The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia from this Agreement.

21.04 If notice to commence collective bargaining has been given and the term of this Collective Agreement has expired, neither the Company nor the Union shall, except with the consent of the other, alter any term or condition of employment, until

- (a) a strike or lockout has commenced,
- (b) a new Collective Agreement has been negotiated.

21.05 An Owner/Lease Operator shall not strike during the term of this Collective Agreement and a person shall not declare or authorize a strike of those Owner/Lease Operators during that term.

The Company shall not during the term of this Collective Agreement lock out an Owner/Lease Operator bound by this Collective Agreement.

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

WASTE MANAGEMENT OF CANADA CORP.  
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #1**

BETWEEN:

WASTE MANAGEMENT OF CANADA CORP.  
COQUITLAM, BC

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Mediation Prior to Arbitration

The parties agree that any grievance or difference of interpretation of the Collective Agreement shall be referred to Mediator, Jim Kelly, or an agreed to alternate, following the conclusion of the grievance steps and prior to arbitration.

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

WASTE MANAGEMENT OF CANADA CORP.  
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BETWEEN:

WASTE MANAGEMENT OF CANADA CORP.  
COQUITLAM, BC

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Union and the Employer agree that the current piece rate of one dollar and fifty-six cents (\$1.56)/yard or any negotiated increase is intended to apply with regard to all yards collected by the Owner/Lease Operators inclusive of yards collected during a period exceeding the standard work shift in a day or sixty (60) hours in a week.

The Union and the Employer agree that this piece rate provides compensation to the Owner/Lease Operators on terms which, considered together with the other provisions of this Agreement governing hours of work, and uniforms, meets or exceeds the requirements of Part 4, Part 5 and Section 25 of the Employment Standards Act.

The parties recognize and agree that the piece rate of one dollar and fifty-six cents (\$1.56)/yard or any negotiated increase represents a consolidated rate which exceeds the parties approximation of the wages which would be received by Owner/Lease Operator based on a lower piece rate per yard with the application of daily overtime and vacation provision of the Employment Standards Act.

In the event that an arbitrator or the Director of Employment Standards determines this Letter of Understanding does not meet or exceed the requirements of Parts 4 and 5 and Section 25 of the Employment Standards Act or is otherwise invalid, the parties will forthwith enter into negotiations for the purpose of reaching an agreement on a new piece work rate per yard.

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

WASTE MANAGEMENT OF CANADA CORP.  
COQUITLAM, BC

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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