

COLLECTIVE AGREEMENT

BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION
(VICTORIA – NANAIMO – CAMPBELL RIVER)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

April 1, 2009 to May 31, 2012

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

- 1.01 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 cooperate 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 and Dependent Contractors, except office staff and sales people, employed at and from Victoria, Nanaimo and Campbell River.

- 2.02 This Agreement shall be binding on the Company and the Union and on each employee except the following Articles do not apply to Dependent Contractors: Article 4.01, 4.03, 4.06, 4.10, 5, 6, 8 (except 8.02), 9 (except 9.01), 10, 11.03, 11.04, 11.10, 11.16, 11.17, 13, 15, 17 and 19.

Letter of Understanding #3 attached to this collective agreement shall apply to Dependent Contractors.

- 2.03 During the term of this Collective Agreement, the number of Dependent Contractors (converted or newly created) will not exceed three (3) in Victoria, two (2) in Nanaimo and one (1) in Campbell River.

- 2.04 Hourly rated employees on staff as of August 29, 1995 will not lose their employment as a result of the Company creating or converting any classifications to Dependent Contractors.

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 skill 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 is intended to track efficiencies but 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, 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 specify 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 the 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. It is agreed between the parties that where the Company has a lack of shop equipment or facilities prior to the date of this Collective Agreement, the Company may continue to do so.

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 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. Monday and end at 12:00 midnight Sunday.
- 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-offs and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

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.

Shifts

- 5.14 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 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

Overtime

6.01 Posted Hourly or Incentive Paid Employees

For all posted employees on the hourly or incentive paid system, they shall be paid for all overtime based on their hourly rate of pay as follows:

- (a) All hours worked in excess of their regular scheduled shift:
 - (i) one and one-half (1 1/2x) times their hourly rate of pay up to and including the eleventh (11th) hour in any one day, and
 - (ii) two (2x) times their hourly rate of pay for all hours worked in excess of eleven (11) hours in any one day.
- (b) Work on their regular scheduled days off:
 - (i) one and one-half (1 1/2) times their hourly rate of pay for the first eight (8) hours and two (2x) times their hourly rate of pay for all hours worked in excess of eight (8) hours.
 - (ii) all hours worked in excess of forty-eight (48) hours in any one week, excluding daily overtime, shall be paid at two (2x) times their hourly rate of pay.
- (c) Overtime for posted incentive paid employees shall be based upon either their classification incentive rate of pay or their classification hourly rate of pay, whichever is greater.

6.02 Spare Employees

For all spare employees, they shall be paid for all overtime based on their hourly rate of pay as follows:

- (a) All hours worked in excess of ten (10) hours in a shift:
 - (i) one and one-half (1 1/2 x) times their hourly rate of pay up to and including the eleventh (11th) hour in any one day, and
 - (ii) two (2x) times their hourly rate of pay for all hours worked in excess of eleven (11) hours in any one day.
 - (b) All hours worked in excess of forty (40) hours or five (5) days in any one week, excluding daily overtime, shall be paid at one and one-half (1 1/2x) times their hourly rate of pay.
 - (c) All hours worked in excess of forty-eight (48) hours or six (6) days in any one week, excluding daily overtime, shall be paid at two times (2x) their hourly rate of pay.
- 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 regular hourly rate of pay for the first eleven (11) hours worked and two times (2x) their hourly rate of pay for all hours worked in excess of eleven (11).
- 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.

Premium Rates

- 6.06 Employees shall be paid the following premiums:
- (a) For all hours worked on the second (2nd) shift of the day 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) The Chargehand of a shift shall be paid an additional one dollar (\$1.00) per hour.
- (f) Drivers shall be paid an additional one dollar (\$1.00) per hour while conducting training.
- (g) An employee selected to provide first aid coverage will be paid an allowance of fifty cents (50¢) per hour in addition to his/her classification.
- (h) Mechanics possessing both a Commercial Vehicle Inspection Certificate and a Class 3 Driver's License will receive an additional one dollar and fifty cents (\$1.50) per hour.

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 15th 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 15th 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 Drivers – include roll-off, roll-off Truck and Trailer, front load, hiab, residential, recycle, portable-service, 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 BC.
- 7.03 Utility Man – is an employee whose duties include driving service vehicles, swamping, container maintenance which may include minor welding, small vehicle route collection, pull out truck operation, single container delivery and pick up using a fork truck or other vehicle designed to deliver or pick up one container at a time, and other general labouring duties as directed. The employee will be paid the appropriate rate of pay for the work performed.
- 7.04 Mechanic – is an employee who possesses a Journeyman Mechanic Certificate (T.Q.) and possesses the skills and ability to repair and maintain trucks and other mechanical equipment.
- 7.05 Apprentice – is an employee who shall be "indentured" under the Apprenticeship Plan of BC and works under the direction of a qualified tradesman.
- 7.06 Chargehand – is an employee who shall assist the Manager in carrying out his duties as they pertain to the Shop. The Chargehand shall not take disciplinary action against an employee. It is recognized that the Chargehand shall have to answer to the Manager for any deficiencies in work load completion.

- 7.07 Trainee – is an employee assigned to duties requiring new knowledge. Employees in training shall receive the hourly rate less one dollar (\$1.00) per hour for the classification in which they are being trained.
- 7.08 Unlicensed Welder – is an employee who possesses the skills to accomplish minor welding repairs on containers. Where an employee, who is required to perform minor welding repairs, obtains a valid Journeyman Welder Certification (TQ) he shall automatically move to the “Licensed Welder” classification and rate of pay. An employee must have a valid class 5 driver’s license to operate a service vehicle.
- 7.09 Spare Driver/Employee – is an employee who is required to replace any driver/employee
- 7.10 Licensed Welder – is an employee who possesses a Journeyman Welder Certificate (TQ) and possesses the skills to perform welding repairs and fabrication on trucks, containers, and other mechanical equipment. Must have a valid driver’s license to drive a service vehicle.
- 7.11 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.
- 7.12 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 Wage Rate Schedules attached (Appendix A).
- 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 Procedure 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.
- 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 two (2) business days of termination of the employee.
- 8.08 The employee shall receive his Record of Work within two (2) business days of termination.

ARTICLE 9 - GENERAL HOLIDAYS

- 9.01 The following General Holidays shall be recognized by the Employer:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
BC 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.
- 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 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.
- 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 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 a General and/or Proclaimed Holiday falls during an employee's annual vacation, he shall receive his first scheduled work day(s) following his annual vacation as an additional day(s) off with pay.

- 9.06 In the event of any of the foregoing General Holidays falling on a Saturday or Sunday, the Employer shall recognize as a General Holiday the day(s) that is recognized by the Province of British Columbia.
- 9.07 Where the Employer and the Union agree, as per Section 9.06, to recognize as the General Holiday a day other than the calendar date, then the Employer shall not be required to pay overtime rates for the calendar date of the General Holiday.
- 9.08 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

(It is agreed by the parties that this vacation entitlement system shall be implemented as of January 1st, 2010. Every employee shall receive all monies accrued, up to and including, December 31st, 2009. This amount shall be payable, by separate cheque, on the first pay period of 2010.)

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 at their regular classified rate of pay based on four percent (4%) of the employee's earnings.
 - (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 at their regular classified rate of pay based on eight percent (8%) of the employee's earnings.
 - (e) Employees 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

at their regular classified rate of pay based on ten percent (10%) of the employees earnings.

- (f) Employees 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 at their regular classified rate of pay based on twelve percent (12%) of the employees earnings.

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 On or about September 1st of each year, the Employer shall post a notice at each location advising the employees of the upcoming vacation confirmation interview. On or about October 1st, the employer shall post a confirmation interview schedule and commence confirming vacation periods on an individual basis, by seniority, with the confirmation interviews being completed no later than October 31st.

In the event an employee is absent or otherwise unavailable during the confirmation period, the employee shall have the right to submit their desired vacation period by written request. The written request must be submitted prior to October 1st and shall include an employee's vacation request(s). The employer shall post the completed and confirmed vacation schedule sheet on the employee's bulletin board no later than November 7th of each year.

Failure of an employee to choose a vacation period during the confirmation interview or if an employee is absent or otherwise unavailable during the confirmation period and fails to submit their desired vacation requests in writing prior to October 1st, shall result in the employee being given the choice of openings existing after October 31st.

- 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 period in one (1) continuous period at any time other than "Prime Vacation Time" as described herein. During "Prime Vacation Time" the Employer shall allow off a minimum of one (1) driver classification employee at any one time.

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". Employees with four (4) years of service or more, shall be required to take a minimum of one (1) week of annual vacation.
- 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 this Collective Agreement, shall include all earnings in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.
- 10.10 Where an employee has not confirmed all of his vacation entitlement he shall have the right to apply (provided the written request is submitted 2 weeks prior to the payroll date) for their accrued vacation pay or any portion thereof. The maximum payment shall be limited to an amount the employee would have earned, at the employees classified rate of pay, for a week. The number of written requests shall not exceed the number of vacation entitlement weeks the employee has that remain unconfirmed. All such payments will take place on a regularly scheduled payday. These payments shall be by separate cheque or separate electronic deposit.

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.
- There will be two seniority lists at each location, one for hourly rated employees and another for Dependent Contractors. Hourly rated employees who convert to Dependent Contractors will accrue seniority on both seniority lists. Newly hired Dependent Contractors will only have seniority on the contractor's list. A contractor with seniority on both lists will be permitted to bump into an hourly rated position, but an hourly rated employee will not be permitted to bump a contractor.
- 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 paid 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. Failure to comply will result in loss of seniority and termination.
- 11.12 Employees returning to work after an absence and/or illness of four (4) days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer a medical certificate completed by a licensed medical practitioner establishing that the employee is fit for work.
- 11.13 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 2:00 p.m. of the working day preceding his first (1st) day back to work.

- 11.14 An employee who loses his "qualifications" as described in Letter of Understanding #5 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.
- 11.15 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.

Leave of Absence

- 11.16 Seniority shall continue 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.

Bereavement Leave

- 11.17 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.

Jury Duty

- 11.18 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 allowances 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, 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.
- 12.04 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.
- 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 and five (5) T-shirts. Two (2) jacket options appropriate for the locations' weather conditions shall be provided every two years. In the alternative, three (3) sets of coveralls and five (5) T-shirts will be replaced every year. Two jacket options appropriate for the location's weather conditions shall be provided every two years. 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 welding gloves, coveralls and five (5) T-shirts. Two jacket options appropriate for the location's weather conditions shall be provided every two (2) years.

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.

The employer shall continue to supply custom made ear plugs to each and every employee on an as needed basis.

12.11 The Employer agrees to provide each mechanic, welder and apprentice with insurance to cover employee-owned tools which remain on the Employer's property.

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-five thousand dollars (\$25,000.00) 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, licensed 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 licensed 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.

12.14 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.

12.15 The Company will provide secure lockers for employees to store personal gear.

ARTICLE 13 - FACT FINDINGS, INVESTIGATIONS, INTERVIEWS AND DISCIPLINE HEARINGS

13.01 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.

- 13.02 An employee and the Union shall be given a copy of the fact finding upon request.
- 13.03 All disciplinary action may be subject to the grievance and arbitration procedure.
- 13.04 The employee shall immediately advise the Company in the event of breakdown and/or accident and report all details in writing.

ARTICLE 14 - REASONS FOR DISCHARGE, SUSPENSION

- 14.01 Failing to report for work on time without sufficient reason.
- 14.02 Quitting before his scheduled quitting time.
- 14.03 The consuming of substances that could cause impairment during his working hours.
- 14.04 Incapability of performing his regular duties caused by condition in Article 14.03.
- 14.05 Having an unauthorized person on the job.
- 14.06 For violating Article 12.07.
- 14.07 In any instance where an employee accepts other employment without the consent of management, when on leave of absence for an reason or vacation, his employment may be terminated subject to proper proof of same by the Employer.
- 14.08 The Employer shall submit reasons for termination and/or suspension of an employee in writing to the Union.
- 14.09 Where an employee is suspended for disciplinary action, said suspension shall not be considered lay off.
- 14.10 The employee suspended shall continue to accumulate seniority.
- 14.11 Failure to comply with Article 13.04
- 14.12 Where an employee fails to follow a bona-fide directive issued by management, an employee may be subject to discipline.

ARTICLE 15 - JOB VACANCIES, POSTINGS & OVERTIME/GENERAL HOLIDAY POSTINGS

Job Vacancies

- 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 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 The Employer shall give four (4) days notice to cancel a posting.

In the event of a reduction of postings that results in an employee receiving, in writing, with a copy placed in his file, 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.

15.05 Seniority shall be the governing factor in filling job vacancies and call-out of spare employees, providing the factors 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.

15.06 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.

General, Proclaimed Holidays and/or Overtime Postings

15.07 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 15.07 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 15.07 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.

- 15.08 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 Divisional 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 Divisional 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.
- 16.07 By mutual agreement by both the Union and the Employer, a single arbitrator may be selected to resolve the dispute in accordance with Article 16.00.
- 16.08 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 agrees to cover all employees with the provisions of the Workers' Compensation Act.
- 17.02 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.
- 17.03 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to 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.
- 17.04 A Safety Committee, comprised 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.
- 17.05 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket.

ARTICLE 18 - HEALTH AND WELFARE

BC Medical

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

Group Insurance, Life Insurance, Dental Plan and Sick Benefits

18.02 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

Reimbursement	Basic	100%
	Major restorative - dentures	80%
	Crowns and bridges	50%
	Orthodontic	50%
	No lifetime maximums.	

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.

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 May, 2012 and each succeeding first (1st) day of June 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 May, 2012 or the thirty-first (31st) day of **May** 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.

Strikes and Lockouts

20.04 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

APPENDIX A - WAGE RATES SCHEDULE

Victoria

Position:	July 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		27.16		27.84		28.54
Licensed Welder		25.11		25.74		26.38
Unlicensed Welder		22.68		23.25		23.83
Front-Load Driver	.59	23.01	.60	23.59	.62	24.18
Roll-Off Driver	28.22	23.01	28.92	23.59	29.65	24.18
Roll-Off - Mini		20.50		21.01		21.54
Residential Driver		23.01		23.59		24.18
Recycle Driver	.17	20.84	.17	21.36	.18	21.89
Hiab Driver		20.50		21.01		21.54
Portable Services Driver		19.56		20.05		20.55
Fork Truck Driver		19.50		19.99		20.49
Resi/Com Support		16.91		17.34		17.77
Utility		16.91		17.34		17.77

Nanaimo

Position:	July 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		27.16		27.84		28.54
Licensed Welder		25.11		25.74		26.38
Unlicensed Welder		21.44		21.98		22.53
Front-Load Driver	.57	22.08	.59	22.74	.61	23.43
Roll-Off Driver		22.08		22.74		23.43
Residential Driver		22.08		22.74		23.43
Recycle Single Axle Driver		18.13		18.59		19.05
Hiab Driver		20.50		21.01		21.54
Fork Truck Driver		19.50		19.99		20.49
Utility		16.69		17.10		17.53

Campbell River

Position:	July 1, 2009		April 1, 2010		April 1, 2011	
	PW	Hourly	PW	Hourly	PW	Hourly
Mechanic		27.16		27.84		28.54
Licensed Welder		22.99		23.56		24.15
Unlicensed Welder		22.06		22.61		23.17
Front-Load Driver	.56	22.49	.58	23.05	.59	23.63
Roll-Off Driver	27.06	22.49	27.74	23.05	28.43	23.63
Residential Driver	.25	22.49	.25	23.05	.26	23.63
Fork Truck Driver		19.50		19.99		20.49
Utility		15.35		15.74		16.13

These increases will also be applied to Dependent Contractors in Addendum A and Letter of Understanding #4 as required.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

By their signatures below, the parties agree to the following:

It is hereby agreed that Waste Management Of Canada Corporation agrees to recognize the International Union of Operating Engineers Local 115 as the sole bargaining agent for any and all employees on Vancouver Island.

It is further agreed that in the event that Waste Management Of Canada Corporation opens or commences a new division not covered by the Collective Agreements at Victoria, Nanaimo or Campbell River, the two parties will commence negotiations to establish terms and conditions of a new collective agreement for the new division or divisions at any location on Vancouver Island.

This Letter of Understanding will be attached to each and every collective agreement on Vancouver Island.

Signed this _____ day of _____, 2009.

WASTE MANAGEMENT OF CANADA
CORPORATION

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Route Committee/Incentive Pay

The parties agree that a Route Committee shall be established in each area covered by the respective Collective Agreement for such area.

The following terms of reference shall apply to the Route Committee:

1. The Committee shall be comprised of a minimum of two (2) drivers from their respective bargaining unit, and up to two (2) representatives from Management in each location where the incentive pay system is in effect. No employee will suffer any loss of pay while serving on such committee.
2. It is intended that all routes for incentive drivers shall be 4 x 10 hours shifts or 5 x 8 hour shifts in accordance with Article 5.01.
3. Posted employees on incentive pay shall be required to complete their accepted routes. No employee on incentive shall receive less than his/her regular classification rate of pay while on an incentive route. No employee, upon completion of their accepted route, shall be required to do additional work. All employees who have achieved incentive pay for their posted run on any given day shall be paid the day's incentive hourly rate for work performed in addition to their posted run. This provision shall apply to spare drivers who replace the regular driver in times of absence.
4. There will be a start time assigned to every route, which will be the latest start time allowed for the route. This flex time provision will be subject to the by-laws of the municipalities in which the route is situated.
5. The Employer shall continue to be responsible for the payment of all premiums in accordance with Article 6.06 based on the assigned routes, types of equipment, hours of the shift and days of the week.
6. The Employer shall continue to be responsible for the remittance of the appropriate Pension Plan contributions based on actual hours worked.
7. Where an employee's working time is interrupted by equipment breakdown, which interruption time exceeds one-half (1/2) hour, the employee shall be compensated at his regular rate of pay per hour for each hour or portion thereof the interruption time in addition to his/her incentive earnings for the day. An employee shall not be required to complete his route where he has experienced a break down exceeding 1.5 hours.

8. Work accomplished on statutory holidays/days off shall be paid at the appropriate over time rate times the regular hourly rate of pay or the appropriate over time rate times the incentive rate, whichever is the greater. An employee's statutory holiday pay shall be an amount equivalent to the amount the employee would have regularly earned on the day.
- 9 The Committee shall establish the route configuration on an "as needed basis". The Committee shall also determine any "special rates" for any pickups which as a result of location or situation, the regular rates as contained in the Collective Agreement would not be applicable, and therein resulting in a loss or benefit to the employee.
10. The Committee shall be empowered to deal with all matters relating to routes, equipment and incentive pay.
11. In the event the Committee cannot agree on any issue relating to their mandate, the Divisional or District Manager may make the final decision, subject to the right to grieve any point that deals with matters contained in this letter.
12. Any matter may be submitted to Mediation/Arbitration under this letter. This also includes overtime, mileage, yardage, equipment, tonnage, lift rates, or any other legitimate matter involving incentive pay. The decision of the Mediator/Arbitrator will be final and binding. Prior to any complaint proceeding to Mediation/Arbitration the parties agree to discuss the matter in dispute between the employer and union negotiators within five (5) days from the time of the complaint.
13. It is agreed that all job/route postings will be bid by seniority.

Signed this _____ day of _____, 2009.

WASTE MANAGEMENT OF CANADA
CORPORATION

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

In the event the Employer creates a Dependant Contractor position during the term of this Agreement, all matters related to the Dependant Contractor such as but not limited to, vehicle payments, ownership of equipment and incentive rates shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedure and Arbitration, as described in Article 16 of this Collective Agreement.

Signed this _____ day of _____, 2009.

WASTE MANAGEMENT OF CANADA
CORPORATION

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

LETTER OF UNDERSTANDING #4

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- 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

LETTER OF UNDERSTANDING #5

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

LETTER OF UNDERSTANDING #6

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re:

LETTER OF UNDERSTANDING #7

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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