

COLLECTIVE AGREEMENT

BETWEEN:

B.F.I. CANADA INC.

(Vancouver Island)

(All Divisions except Victoria)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 115

DURATION: April 1, 2011 to March 31, 2014

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

B.F.I. CANADA INC.

(hereinafter referred to as the "Company")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the Parties hereto agree as follows:

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 co-operate fully for the advancement of the aforesaid conditions.

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

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.01 The Employer recognizes the Union as the sole representative of, and bargaining agent for the employees, as contained in the certification, in a unit composed of all employees employed in each and any classification contained in this Collective Agreement and who work at and from the of Nanaimo, Campbell River, Parksville, Courtenay and Duncan.

2.02 Regular vehicle maintenance and repair including P.M. Programs and D.O.T. certified maintenance and repair of the equipment shall be performed by bargaining unit members except where the Employer has a lack of shop equipment and/or facilities, the Employer, may continue to contract out such work as done prior to this Collective Agreement.

2.03 Where the Employer creates or converts any classification to Owner/Lease Operator, Article 8.02 shall apply.

2.04 No employee as of date of ratification shall lose their employment or income as a result of the Employer creating or converting any classifications to Owner/Lease Operators.

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, to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.
- 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 The Employer recognizes that the exercise of its Employer's rights will not conflict with the terms of this Agreement.
- 3.05 Force Majeure: In circumstances of force majeure, limited to the discontinuance of operations due to lack of fuel, riot, freeze-up, excessive snow, flood, earthquake and explosions and collapse of equipment and 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.

- 3.06 The Employer shall have the right to employ Owner/Lease Operators as required. Management shall have the right to select the appropriate persons from the Bargaining Unit to fill these positions and seniority shall not be the governing factor in the selection process. Prior to hiring any new employees, Management will consider and choose from all of the current employees who apply for the open Owner/Lease Operator positions. The Employer agrees that the number of Owner/Lease Operators shall not exceed fifty (50) % of any classification to a maximum of two (2) positions within that classification.

ARTICLE 4 - UNION SECURITY

- 4.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, 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 (supplied by IUOE). 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 Union 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 names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.
- 4.06 The Employer will provide new employee(s) with the Shop Steward's name(s) and phone number(s). The Employer will also provide the shop steward(s) with the new employee's name(s) and phone number(s). The Shop Stewards) will be able to use the Employer's "Mike" phone system to call any new employee(s).
- 4.07 Management shall only operate equipment and/or work with tools in the case of an emergency. 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 to service its Customers to meet and fulfill the Employer's obligations, only after the Employer has exhausted the seniority list to contact a qualified driver and contacted the Shop Steward.
- 4.08 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, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.
- 4.09 The Employer shall only contract out bargaining unit work in accordance with the terms of this agreement.
- 4.10. Posting of a Union insignia on the driver's side vent window on Employer -owned trucks and tractors shall be permitted, subject to the size not exceeding sixteen (16) square inches.

ARTICLE 5 - HOURS OF WORK AND SHIFTS

- 5.01 The standard work week for all posted employees shall be either:

- (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) consecutive days of the week
- 5.02 Posted employees who report for work at the request of the Employer, shall be paid;
- (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 appropriate overtime rate of pay on the sixth (6th) and seventh (7th) day of work and/or general holidays.
 - (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 appropriate overtime rate of pay on the fifth (5th) and any subsequent day of work and/or general holidays.
- 5.03 Where a posted employee, subject to seniority, qualifications, skill and ability is requested by the Employer and accepts the offer to relieve in a higher classification, that employee shall be paid at the rate of the higher classification for the time performing the duties of the higher classification. In the event there are insufficient volunteers to perform the work, the work shall be assigned to the employee with the least amount of seniority who has the qualifications, skill, and ability.
- 5.04 Where a posted employee, subject to seniority, qualifications, skill and ability is requested by the Employer and accepts the offer to relieve in a lower classification, that employee shall be paid at their posted classification rate of pay. In the event there are insufficient volunteers to perform the work, the work shall be assigned to the employee with the least amount of seniority who has the qualifications, skill, and ability.
- 5.05 The Employer shall post as many “posted shifts” as required to carry out its business. The Employer shall endeavour to maintain consistent start times for posted shifts
- 5.06 Fifty percent (50%) of all employees in each classification shall be guaranteed a forty (40) hours per week with the exception of Spare employees. Seniority shall be the determining factor.
- 5.07 SPARE EMPLOYEE: All employees, other than posted employees, shall be considered as spare. All spare employees will report to work at the request of the Employer and shall be paid a minimum of four hours call-out at straight time. These employees shall be employed, subject to qualifications, as replacement drivers for those posted employees who are absent. It is understood that the spare employee shall be required to work the regular shift (8 or 10 hours) of the posted employee he is replacing.

In instances where a Spare employee has worked less than thirty-four (34) hours by the fourth (4th) day of the week, such Spare employee shall be given opportunity to work on

the fifth (5th) day of the week before a more junior Spare employee, in order to obtain forty (40) straight time hours for the week.

The Employer shall post a calendar for the spare employees to book their non-available days for the following week. Spare employees shall not book more than three (3) non-available days in any calendar week.

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 between the hours of 2:00 p.m. and 6:00 p.m. of the day before the scheduled work day. If the employee has not responded to the dispatcher by 6:00pm confirming they are able to work, the callout will be made to the next most senior qualified driver.

A Spare employee may confirm, if not contacted by dispatch already, his start times by contacting the dispatcher by 6:00 p.m. the day before the scheduled workday.

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

- 5.08 Posted Mechanics shall not be requested by the Employer to accomplish drivers' jobs where the Employer is short of drivers. The company will fill short-term absence with spare employees.
- 5.09 Employees required to use their personal vehicles on company time to carry out work at another Division shall be paid their regular rate of pay for all hours (overtime rates shall apply where the employee exceeds the shift hours) when traveling to and from the other Division. In addition the employee shall receive a mileage allowance based on the rate established by CCRA annually on a per kilometre basis from their home Division to the other Division and back. These monies shall be paid by separate cheque/deposit in accordance with Article 8.05.
- 5.10 Employees who are required by the Employer to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period. Any employee required to work through his lunch period may take and receive his lunch period no later than 5 hours into his shift.
- 5.11 Employees shall receive two (2) paid fifteen (15) minute breaks during the employee's regular shift. It is understood that employees shall be able to combine these breaks but shall not take their breaks in either the first or last hour of their shift without the permission of their Supervisor.
- 5.12 A schedule shall be posted on the bulletin board on the Employer's premises on Friday of each week containing the names of each posted employee, his assigned vehicle, his starting and quitting times and his days off each week.
- 5.13 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.

- 5.14 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.15 For all employees, the work week shall start on their first scheduled day of their week.
- 5.16 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.
- 5.17 An employee shall have at least eight (8) consecutive hours' rest after he has completed a shift. 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. Where an employee is directed by the Employer to start at a time later than his regular start time, he shall not lose his regular days wages.
- 5.18 An employee 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. Failing such notification, the employer will not be required to schedule the employee for work until the Dispatcher receives such notification.
- 5.19 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.

5.20 TRAINING:

The Employer shall ensure each and every employee has received the appropriate training to effect any safe work methods or operation of any equipment necessary for the employee working in his respective classification.

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 immediately subject to Letter of Understanding #1.

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

The following option will be offered to any employee to enable them to upgrade their skills.

- An employee can request an advancement of wages up to a total of two thousand (\$2000.00) for the purpose of paying for training and/or license upgrades (driving schools). The employee will repay this advancement of wages by an agreed schedule between the Employer and the employee.

ARTICLE 6 - OVERTIME, ROUTE COMPLETION AND PREMIUM RATES

6.01 OVERTIME:

- (a) All employees working the eight (8) hour shift shall be paid time and one-half (1.5x) their hourly rate of pay, for all hours in excess of eight (8) hours up to and including eleven (11) hours. All hours worked in excess of eleven (11) hours shall be paid at two times (2x) their hourly rate of pay.
- (b) All employees working the ten (10) hour shift shall be paid time and one half (1.5x) their hourly rate of pay, for all hours in excess of ten (10) hours up to and including twelve (12) hours. All hours worked in excess of twelve (12) hours shall be paid at two times (2x) their hourly rate of pay.
- (c) All hours worked in excess of forty-eight (48) hours, excluding daily overtime, shall be paid at two times (2x) their hourly rate of pay.

6.02 For all hours worked on a General and/or Proclaimed holiday named in Article 9.01, an employee shall be paid a minimum of one and one half times (1½x) his hourly rate of pay up to and including eleven (11) hours. Any hours in excess of eleven (11) hours shall be paid at two times (2x) his hourly rate of pay.

6.03 (a) Overtime on non-scheduled workdays and/or statutory holidays will be awarded to senior employees with the qualifications who have signed the overtime list in accordance with article 14.08. In the event there are insufficient volunteers to perform overtime work, the overtime work shall be assigned to the employee(s) with the least amount of seniority who has the qualifications to perform the work available.

- (b) For overtime that may occur at the end of the shift, the employee directly affected shall notify dispatch/supervisor within two (2) hours of the completion of his regular shift and complete the route/duties up to one (1) hour of worked overtime. In the event the route/duties are still uncompleted the affected employee or other qualified employees, may be offered the overtime subject to the lowest overtime rate available to the Company. It is understood and agreed that no employee shall be required to work overtime on a consistent basis.

6.04 Subject to Article 14.08, 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 Employers right to use the lowest overtime premium rate available.

6.05 PREMIUM RATES

Employees shall be paid the following premiums:

- (a) The driver of a truck with a trailer, excluding the Tractor Trailer classification, attached shall be paid an additional two dollars (\$2.00) per hour.
- (b) The Chargehand of a shift and/or Mechanics required to be on available outside of their shift by "mike" or cellular phone shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours paid.

- (c) When required, a designated employee with a valid first aid ticket shall be paid an additional one dollar (\$1.00) per hour.
- (d) Any employee who is designated as a Shipper Receiver and/or is responsible for the manifesting of loads shall be paid an additional two dollars (\$2.00) per hour for all hours paid.

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 PROBATIONARY EMPLOYEES, as defined in Article 11.03(a), shall receive the rate of pay applicable to the classification, in which they are hired.
- 7.02 FRONT LOAD DRIVER - is an employee whose duties are operating a front load truck. Employee must have a valid Class 3 license with an air endorsement.
- 7.03 ROLL OFF DRIVER - is an employee whose duties are to operate a Roll Off truck and servicing containers. Employee must have a valid Class 1 or 3 license with an air endorsement.
- 7.04 TRACTOR TRAILER DRIVER – is an employee whose duties are to operate a Tractor Trailer. Employee must have a valid Class 1 license with an air endorsement.
- 7.05 Crane Operator – is an employee whose duties are to operate a vehicle which has a hydraulic crane attached. An employee must have the appropriate license to operate this vehicle.
- 7.06 RESIDENTIAL/RECYCLE - is an employee whose duties include, operating a residential/recycle truck and servicing customers. Employee must have a valid Class 3 with an air endorsement license to operate a Tandem axle vehicle or a valid Class 5 license with an air endorsement (where required) to operate a single axle vehicle.
- 7.07 MECHANIC - an employee who possesses a Journeyman Heavy Duty Mechanic Certificate (TQ) or a Commercial Transport Journeyman Certification (TQ) and who may be a licensed vehicle inspector and repairs and maintains trucks and other mechanical equipment.
- 7.08 SHOP FOREMAN – is an employee who has been appointed by the Employer and is responsible for giving work direction to other shop employees during a shift.
- 7.09 APPRENTICE MECHANIC - is an employee who is registered under the Apprenticeship Program of B.C.
- 7.10 RELIEF DRIVER - is an employee who has a scheduled position which provides relief for seasonality, vacation, illness and volume. Management shall have the right to schedule the relief driver, in advance, at its discretion.

- 7.11 PAINTER/YARDMAN - is an employee whose duties include painting and minor repairs to containers, general yard and shop cleanup and repair. Duties may also include the delivery and removal of containers with a one ton jitney truck. Employee must have a valid Class 5 license.
- 7.12 CHARGEHAND – is an employee who shall assist the Shop Foreman in carry out his duties. The Chargehand shall not take disciplinary action against an employee. It is recognized that the Chargehand shall have to answer to the Shop Foreman for any deficiencies in workload completion.
- 7.13 WELDER – an employee whose duties include welding repairs and fabrications on trucks, containers, and other mechanical equipment. Employee must have a valid driver's license to drive a service vehicle.
- 7.14 SWAMPER – is an employee who is required to assist any truck driver. A swamper shall not be required to drive a vehicle.
- 7.15 SORTER - is an employee who sorts recyclable materials processed at the Company's recycling plant.
- 7.16 BALER OPERATOR – is an employee who is responsible for the operation of a Baler.
- 7.17 OPERATOR I - is an employee who is responsible for the operation of a skidsteer vehicle. The Employer shall be responsible for all training required to achieve and retain any certification necessary to operate any equipment.
- 7.18 OPERATOR II – is an employee who is responsible for the operation of an Excavator and/or Front-end Loader. The Employer shall be responsible for all training required to achieve and retain any certification necessary to operate any equipment.
- 7.19 SPARE DRIVER/EMPLOYEE - is an employee who is required to be able to replace any truck driver/employee.

It is understood that the above descriptions are general in nature because it would be impossible to list all situations that might arise during the workday.

ARTICLE 8 - WAGE RATES

- 8.01 See 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 Procedures and Arbitration, as described in Article 15 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 Employer 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 payday. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 8.05 Employee pay cheques shall be available at 12:00 noon in the head office on payday. Employees working the second (2nd) and third (3rd) shift shall be able to pick up their pay cheques on the day prior to payday. All pay cheques are to be in envelopes. Any employee may request to be paid by electronic 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 the next scheduled payday.
- 8.07 Where the employee is terminated by the Employer, the Employer shall pay the employee all wages and earned holiday pay within forty-eight (48) hours. Within forty-eight (48) hours the employee shall receive the record of employment.

ARTICLE 9 - GENERAL HOLIDAYS

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

NEW YEARS DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BC DAY
LABOUR 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 shall receive their regular day's wages for each General or Proclaimed Holiday, provided:
 - (a) An employee works the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and works the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday, or,
 - (b) An employee is off work on Bereavement Leave or is acting as a juror in accordance with this Agreement, or,
 - (c) An employee works any part of a General Holiday or Proclaimed Holiday.
- 9.03 Work performed on General Holidays will be considered overtime and assigned in accordance with article 14.08 and paid in accordance with article 6.02.
- 9.04 Where an employee works a General Holiday or a General Holiday falls on an employee's regular day off or during his annual vacation, he shall receive and choose one of the following:

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

Otherwise, another mutually agreed day may be requested and confirmed within three (3) days of such request. Any such request shall not be unreasonably denied by the Employer.

ARTICLE 10 - ANNUAL VACATIONS

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

- 10.01 Employees who have not completed one (1) years' employment on the anniversary of their date of hire in any year, shall be paid vacation pay based on four percent (4%) of their total earnings previous to the anniversary of their date of hire and after serving six (6) months service from their date of hire may take one (1) week's vacation.
- 10.02 Upon completion of one (1) year and up to five (5) years of Company service as described in Article 11.02 (a)(i) within any year, employees shall receive two (2) weeks vacation for each vacation year with vacation pay at either eighty (80) hours pay at their current rate of pay or four percent (4%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;
- 10.03 Employees who have completed more than five (5) years of service but less than eight (8) years of Company service as described in Article 11.02 (a)(i) within any year, shall receive three (3) weeks vacation for each vacation period with vacation pay at either one hundred and twenty (120) hours pay at their current rate of pay or six percent (6%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;
- 10.04 Employees who have completed more than eight (8) years of service but less than fifteen (15) years of Company service as described in Article 11.02 (a)(i) within any year, shall receive four (4) weeks vacation for each vacation period with vacation pay at either one hundred and sixty (160) hours pay at their current rate of pay or eight percent (8%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation or;
- 10.05 Employees who have worked more than fifteen (15) years of Company service as described in Article 11.02 (a)(i) within any year, shall receive five (5) weeks vacation for each vacation period with vacation pay at either two hundred (200) hours pay at their current rate of pay or ten percent (10%) of their gross earnings (whichever is the greater) earned by the employee during the year in which he qualified for vacation.
- 10.06 The Employer shall post a vacation schedule sheet on the employee's bulletin board at each division no later than October 31st of each year and the employees shall post their desired vacation period on the schedule no later than March 31st. On or after April 1st, the

Employer shall confirm vacation periods subject to operational needs on an individual basis, by Company seniority at each division, to be completed no later than April 30th.

Failure of an employee to choose a vacation period prior to March 31st shall result in that employee being given the choice of openings existing after April 30th on a first come first serve basis.

- 10.07 The period from June 15th inclusive to September 15th shall be considered as "Prime Vacation Time" and any vacation taken during this period shall be a maximum of two (2) weeks per employee. The Employer shall allow no less than one (1) employee per classification vacation time during this period.
- 10.08 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled workweek.
- 10.09 All annual vacations shall be taken within the twelve (12) month period commencing on the employee's anniversary date.
- 10.10 Any employee wishing to change his vacation schedule may do so subject to availability and mutual agreement between the parties.
- 10.11 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.
- 10.12 Employees will be able to withdraw from their Vacation Pay accrual up to twice per year and/or when taking vacation. Employees will be provided with a form by the local payroll staff to be completed, submitted and approved the Friday before the next payday. Taxes will be withheld from these monies in accordance with CRA guidelines. Employees will only have access to available funds and will not be able to withdraw against future vacation accruals.

ARTICLE 11 - SENIORITY

- 11.01 The Employer shall at three (3) month intervals provide the Union with an up-to-date list of all employees covered by the Collective Agreement showing the divisional seniority of each employee. The Employer shall post a copy of this list on the Union bulletin board or in a conspicuous place in all operating Divisions covered by this agreement.
- 11.02 (a) There shall be two (2) types of seniority within the Employer's operations in British Columbia:
 - (i) Company seniority is the length of continuous service with the Employer from the most recent date of hire.
 - (ii) Divisional seniority is the length of service of an employee within a division of the Employer.
- (b) For the purpose of determining divisional seniority, divisions are defined as:

- (i) Parksville - Hauling and MRF
- (ii) Duncan – Hauling
- (iii) Duncan - MRF
- (iv) Courtenay - Hauling
- (v) Campbell River - MRF
- (vi) Nanaimo - MRF

The Union will be contacted no less than thirty (30) days prior to any consolidation of yards to discuss any issue that may arise from the consolidation.

- (c) An employee may only accumulate divisional seniority in the division in which he is working. Upon transfer by means of a job posting an employee shall lose his divisional seniority in the division he is transferring from.
 - (d) Where an employee has lost divisional seniority as a result of being transferred out of a division by means of a posting he shall pick up that lost divisional seniority upon return to that division and shall retain such divisional seniority, and accumulate further divisional seniority in that division, while he works in that division.
 - (e) Unless otherwise specified in this agreement, in the application of seniority, divisional seniority shall be considered first.
 - (f) An employee who transfers into another division by means of a job posting shall remain in that division for a minimum of one (1) year before being eligible to transfer out into another division. This shall not restrict an employee who is laid off in one division from transferring by means of a job posting into another division.
- 11.03 (a) All new employees shall serve a probationary period of ninety (90) calendar days. Should an employee be laid off or unavailable during this period, his probationary period shall cease to run. A probationary employee may be dismissed at any time during this period, at the Employer's discretion.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period". 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. (Subject to Qualifications, Skill, and Ability)
- 11.04 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority (subject to Qualifications, Skill, and Ability). Lay-offs shall not be used for discipline or discharge purposes.

- 11.05 When vacancies occur, the Employer shall (subject to Qualifications, Skill, and Ability) rehire laid off employees according to their seniority with the Employer, beginning with the most senior employee and proceeding in turn thereafter.
- 11.06 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.
- 11.07 An employee whose lay-off exceeds twelve (12) calendar months 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).
- 11.08 Seniority shall continue when an employee is off work due to illness or non- occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and employment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 11.09 Seniority shall continue when an employee is off work due to an injury received on the job. Where Article 14.05 of this Agreement does not apply on return to work, the employee shall retain his last posted position accepted by him, however, he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is received within the seven (7) days of his return to work
- 11.10 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of workload, 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.
- 11.11 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.

Employees shall be required on their initial visit to a medical professional to have a Functional Abilities Form completed by the attending medical professional to aid in a modified duties / return to work plan. Employees who do not produce a completed form following this initial visit shall be required to return to their medical professional as soon as possible to have this form completed in full. Employees shall be required to submit to the Employer this completed form as soon as is reasonably possible

- 11.12 Employees returning to work after an absence and/or illness of two (2) days or longer, or after repeated absences for illness shall provide to the Employer if requested, a medical certificate completed by a licensed medical practitioner establishing that the employee is fit for work.

LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY

11.13 LEAVE OF ABSENCE

A leave of absence may be requested by the employee and the leave of absence may be granted by the Employer. Such leave shall not be unreasonably withheld having consideration for the Employers operational requirements. Any given leave of absence shall not exceed three (3) months, however may not be used for other employment. Any extensions are at the full discretion of the Employer.

11.14 BEREAVEMENT LEAVE

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

Where an employee is required to leave Vancouver Island as a result of death in the employees' immediate family, an additional two (2) days with pay shall be granted. Proof of travel may be requested by the Employer.

An employee may be granted an additional two days' unpaid leave of absence if requested.

11.15 JURY DUTY

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

An employee, who is summoned to appear for an action (as described above) as juror or witness, shall receive his regular wages during such period, providing such time is on his regularly scheduled workday 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.

11.16 MANAGEMENT TRIAL PERIOD

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 initial date of the trial period.

- (a) The trial period shall not exceed one hundred and twenty (120) days.

- (b) 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.
- (c) Should the employee return to the bargaining unit after one hundred and twenty (120) calendar days have elapsed, the employee shall be considered a new employee with no seniority rights.
- (d) Prior to the initiation trial period commencing the Employer and the Union shall exchange letters of acknowledgement of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at 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.

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 the opportunity on company 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 at each Division.
- 12.03 The Employer shall allow time off work, with one-half (1/2) pay, to any employee who is serving on a Union committee for the purpose of negotiations with the Employer.
- 12.04 The Employer will provide union notice boards at all Divisions. The boards will be in a visible area frequented by employees. The board will be used for notices pertaining to the Union employees only. The Union agrees that any information posted will meet the standard of fair and objective comment.
- 12.05 Union representatives, after notifying the Employer, shall have access to the Employer's premises during office hours to carry out the business of the Union in respect to the operation of this Agreement.
- 12.06 The Employer agrees that 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. Any employee found to have violated this clause shall be subject to being charged under the International Union of Operating Engineers Constitution and/or By-Laws and Working Rules.
- 12.07 The Employer will provide all non-probationary Driving employees the required uniforms and wet gear on a yearly basis. This includes replacement of worn out or damaged uniforms and wet gear. It is understood that the wet gear provided will be of the appropriate quality. All Employees must report to work in the uniform provided. Employees will be provided with a twenty dollar (\$20.00) per month uniform allowance for the purpose of

laundering and maintaining uniforms. All uniforms will be maintained in a clean and presentable state.

12.08 Employees required to wear safety boots shall receive, in the form of a voucher, two hundred dollars (\$200.00) per year.

12.09 All shop/yard personnel shall be supplied with uniforms or coveralls and gloves.

12.10 Where any question arises as to special clothing for any unusual work condition, or rubber footwear, the Employer shall make such clothing or footwear available as the situation warrants.

The Employer shall supply disposable earplugs on an as needed basis to those employees who require them.

12.11 DRIVERS LICENCE MEDICAL EXAMINATION – The Company shall reimburse for Medical Examination fees to a maximum of one hundred and twenty five dollars (\$125.00). The examination must be required by law to maintain a Class 3 driver's license. Only those employees that must have a Class 1 or 3 license for their job classification shall be reimbursed and this will include mechanics.

12.12 TOOL INSURANCE: The Employer will assume responsibility for the replacement of tool boxes and their contents on Employers premises belonging to the employees in the event such tool boxes and their contents become damaged or lost by fire and/or water, or if all or part of a tool box, is lost by theft and/or where there is evidence of breakage and entry into the tool box. A list of such tools from current mechanics must be provided to the Employer upon ratification.

The Employer will self insure each mechanics tools and tool box to a maximum of fifteen thousand dollars (\$15,000.00), per occurrence. Each Mechanic must submit to the Employer, in January of each and every year, a list of their tools and estimated replacement cost of each tool prior to any theft, fire or water damage. Any tools listed at a value above \$500.00 must be reviewed and agreed by the site manager. Only tools applicable to a heavy duty shop will be covered. Claims will be denied for tools not included on the list.

12.13 TOOL ALLOWANCE:

The Employer shall supply all specialized tools and shall equip the shop with all tools and equipment over ½" drive which shall be made accessible to all maintenance employees.

Personal tools which are modified to repair the Employer's equipment shall be replaced on a name-for-name basis by the Employer.

(a) All mechanics and apprentices shall receive a tool allowance (from the Employer) of four hundred dollars (\$400.00) per year paid by voucher.

(b) All welders shall receive a tool allowance (from the Employer) of seventy-five dollars (\$75.00) per year. Company to purchase Welder's Helmet.

(c) Any employee as listed above who has not completed one year's service by the last pay period in June shall have his tool allowance payment prorated accordingly.

12.14 WASHROOM FACILITIES: Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

12.15 LUNCH ROOM: The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.

ARTICLE 13 - INTERVIEWS, ACCIDENTS & DISCIPLINE

13.01 Whenever an employee is required to attend a meeting which gives rise to discipline, a Shop Steward of the employee's choice shall be in attendance. This clause shall not restrict the Employer's ability to give work direction and/or review employees.

13.02 An employee and the Divisional Shop Steward shall be given a copy of the discipline. It is understood and agreed that the Divisional Shop Steward shall be given access to the Employers facsimile machine to forward the discipline issued, to the Union offices and to the other Divisional Shop Stewards.

13.03 All disciplinary action may be subject to the grievance and arbitration procedure.

13.04 Where an employee is suspended for disciplinary action, said suspension shall not be considered a layoff.

13.05 The employee suspended shall continue to accumulate seniority.

13.06 Where an employee has been terminated the Union shall have the right to request, in writing, to have the issue dealt with under Step (d) of the grievance procedure. The Employer shall submit reasons for termination of an employee in writing to the Union at the Union's request.

13.07 In any instance where an employee incurs a levy, fine and/or assessment and is required to pay the levy, fine and/or assessment, the employee 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 employee or the Employer shall incur the liability.

13.08 The employee shall immediately advise the Employer in the event of breakdown, citation, confrontation, accident, injury, and report all details in writing at the end of shift.

ARTICLE 14 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS

14.01 The Employer shall fill job vacancies or new positions from within the individual divisions bargaining unit where possible. The senior applicant shall be awarded the position where two or more applicants have the qualifications. The Chief Shop Stewards at each division shall be given a copy of the awarded posting. When filling a job vacancy or new position, seniority shall be considered as follows: divisional seniority, other division's seniority then new hires. Each divisional bargaining unit stands alone in its seniority rights. At no time can an employee transfer/bump into another division without means of a job posting.

- 14.02 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 division, 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.

- 14.03 Where a vacancy or new posting occurs, the Employer shall "post" a "notice" indicating the division, the classification, the hours of the shift and the days of the week.

This "notice" shall be posted in all Divisions for seven (7) days.

Employees on annual vacation, Workers' Compensation benefits and/or sick benefits shall be given an opportunity to apply for this posting within seven (7) days of their return to work.

- 14.04 The Employer shall give an employee seven (7) days' notice of cancellation of his posting.

- 14.05 In the event of a reduction of or a change to an employee's posting as referenced in Article 14.02(a), an employee shall receive, in writing, notification of cancellation of his posting. The affected employee shall have the right, within seven (7) calendar days of receiving his cancellation/lay off notice, to either:

- (a) exercise his seniority within his divisional seniority list and bump a less senior employee, qualifications, skill and ability considered; or
- (b) be placed according to seniority on his Divisional Spare Employees 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:

- (c) immediately exercise his seniority within his divisional seniority list, qualifications, skill and ability considered; or
- (d) be immediately placed, according to seniority, on his Divisional Spare Employees list.

It is understood that where an employee exercises his seniority rights, and "bumps" into another posting in that division, providing the employee meets the minimum qualifications as described in Article 7, he shall be trained immediately. If after a fifteen (15) day trial period, the employee has not achieved a reasonable minimum standard in the position, the employee shall have the option of either being placed on the spare board or accepting layoff.

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

14.06 An employee transferring from one classification to another classification shall be given a training period of fifteen (15) calendar days. If, after designated training, the employee is found unacceptable for the position, or wishes to return to his last position held, the employee shall be given the opportunity to return to his last position held without any loss of seniority. Where an employee is found unacceptable for a position he shall be given a copy of the reasons why he was not successful and shall be unable to reapply for the same classification for a period of nine (9) months.

14.07 The Employer shall maintain seniority lists in accordance with Article 11.

It is understood that employees will not be able to bump into positions in other divisions. Employees will be given first option to transfer, by means of a job posting, from one division to another if they have the appropriate qualifications, should such vacancies occur.

If an employee completes a transfer from one division to another, he shall carry all Company seniority and benefits.

An employee may only accumulate divisional seniority in the division in which he is working. Upon transfer, by means of a job posting, to another division an employee shall lose his divisional seniority in the division he is transferring from.

Where an employee has lost divisional seniority as a result of being transferred, by means of a job posting, out of a division he shall pick up that lost divisional seniority upon return to that division and shall retain such divisional seniority, and accumulate further divisional seniority in that division, while he works in that division.

14.08 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.

ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION

15.01 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) Verbal discussion between Employer, Shop Steward, and employee prior to any written grievance procedure.
- (b) Written notice of the grievance shall be given by the employee to the Employer within seven (7) calendar days from the date on which grievances arose. This time limit is mandatory, and if it is not complied with (provided that it has not been waived by the parties in writing), the grievance shall be deemed to be abandoned
- (c) The employee's Department Head, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within seven (7) days of its being filed, the grievance will automatically be referred to the Divisional Manager.

- (d) The Divisional Manager, or his designate in the event 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 seven (7) days of its being referred to the Divisional Manager, it shall be deemed that the grievance procedure has been exhausted and the grievance may be referred to arbitration.
- 15.02 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.
- 15.03 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.
- 15.04 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.
- 15.05 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Employer, that the Arbitrator shall be requested to hand down a decision within thirty (30) days or as soon thereafter as may conveniently be arranged.
- 15.06 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this article.

ARTICLE 16 - SAFETY

- 16.01 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.
- 16.02 All unsafe working conditions and/or equipment shall be reported promptly to the Employer. 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, Chargehand, Shop Foreman, and/or the Manager as being safe.
- 16.03 A Joint Occupational Health and Safety Committee will be formed as required under the Workers' Compensation Act and Regulations shall dictate the requirements of the Joint Occupational Health and Safety Committee. The Committee shall not have the authority or power to act in any manner that will conflict with the provisions of this Agreement.

- 16.04 The Employer shall pay any costs associated with the inoculation of employees for the prevention of hepatitis and tetanus. Employees declining inoculation must sign a declination form to be placed in the employees file for the duration of employment.
- 16.05 The Employer shall forward, upon request, all O.H.S. Committee meeting minutes to the Union.
- 16.06 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket. It is recognized that the Employer may employ a management person with a valid first aid ticket to comply with this requirement.

ARTICLE 17 - SEVERANCE

- 17.01 (a) If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of one (1) year service with the Employer, he shall be paid two (2) weeks' pay based on forty (40) hours per week at his then applicable rate of pay. Thereafter, severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule: one (1) week's pay for each year of service with the Employer to a maximum of eight (8) weeks. Such an employee may elect to accept layoff pay under the provisions of this section before the end of his right to recall period, but in so doing shall forfeit all his seniority rights accruing to him under this Agreement, by reason of his term of service with the Employer.
- (b) In the event of amalgamation, permanent closure of a location, or a department thereof, or automation, causing an employee to lose his employment with the Employer, the Employer hereby agrees to pay severance pay to such an employee provided the employee has a minimum of two (2) years' service with the Employer. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:
- One (1) week's pay for each year of service with the Employer to a maximum of eight (8) weeks.
- (c) In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Employer shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of subsection (a) of this section, request and receive payment of such pay.

ARTICLE 18 - HEALTH AND WELFARE

- 18.01 For all eligible seniority employees, the Employer agrees to pay the premiums for insurance plans which provide, subject to standard terms and conditions, the benefits outlined in Schedule A. The Employer shall pay 100% of the premium cost for each eligible seniority employee for the BC Medical Services Plan and Extended health care plan. Any disputes regarding eligibility for benefits will be between the insurer and the employee.

- 18.02 The Employer shall submit the premiums for all eligible seniority employees to authorized agency acting on behalf of the Health and Welfare Plans each and every month as required by the plan carrier.
- 18.03 The Employer shall supply the Union with a copy of the Health and Welfare Benefits package in force at the date of signing. These benefits shall form part of this Collective Agreement and shall remain in full force and effect unless varied by mutual agreement.

ARTICLE 19 - PENSION PLAN

- 19.01 The Employer shall make the following contribution per month for each and every month thereafter, on behalf of every seniority rated employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan.

Effective April 1st, 2011 and every year thereafter, the Company agrees to contribute three percent (3%) of the gross monthly earnings or one hundred and twenty-five dollars (\$125.00) which ever is the greater, on behalf of each employee to the Operating Engineers' Pension Plan, commencing in the month following the employee's entry into the plan, such contributions to be made on a monthly basis.

- 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.

- 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 April 1st, 2011 and shall remain in full force and effect until March 31st, 2014 or any anniversary thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to March 31st, 2014 or any anniversary thereafter.

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

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

20.04 STRIKES AND LOCKOUTS

- (a) 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.

- (b) On expiration of this Collective Agreement there shall be no strike action as long as meaningful negotiations are continuing.
- (c) There shall be no lockout or collective action by the Employer so long as meaningful negotiations are continuing.

Signed this _____ day of _____, 2011.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

APPENDIX "A"

WAGE RATES: All Divisions

	<u>April 1, 2011</u>	<u>April 1, 2012</u>	<u>April 1, 2013</u>
Licensed Mechanic	\$29.23	\$29.96	\$30.71
Welder	\$25.68	\$26.32	\$26.98
Rolloff	\$21.86	\$22.41	\$22.97
Tractor Trailer Driver	\$21.86	\$22.41	\$22.97
Front Load	\$21.86	\$22.41	\$22.97
Resi/Recy/HB Tandem	\$20.44	\$20.95	\$21.47
Resi/Recy/HB Single Crane Operator	\$19.30 \$19.30	\$19.78 \$19.78	\$20.27 \$20.27
Painter/Yardman	\$16.94	\$17.36	\$17.79
Baler	\$15.07	\$15.45	\$15.84
Operator I	\$15.07	\$15.45	\$15.84
Operator II	\$15.50	\$15.89	\$16.29
Sorter	\$11.25	\$12.25	\$13.25
Relief Driver	Paid for classification of work performed	Paid for classification of work performed	Paid for classification of work performed
Apprentice Mechanic			
Year 1 - 60%			
Year 2 - 70%			
Year 3 - 80%			
Year 4 - 90%			

RED-CIRCLED EMPLOYEES WAGE RATES

	<u>April 1, 2011</u>	<u>April 1, 2012</u>	<u>April 1, 2013</u>
	\$19.28	\$19.28	\$19.28
	\$15.38	\$15.45	\$15.84
	\$15.85	\$15.85	\$15.85
	\$21.00	\$21.00	\$21.27

SCHEDULE "A": HEALTH & WELFARE PLAN

(A) All seniority rated employees shall be covered by the Employer's Health & Welfare Plan (G0096872). Participation in this plan is voluntary. The Employer shall pay one hundred percent (100%) of the cost of the plan.

(B) The Health and Welfare benefits are as follows:

Basic Life -	100% of annual salary Maximum - \$500,000 NEM Premium Waiver as LTD - \$1,000,000 Overall Living Benefits Conversion Benefit does not reduce
Optional Life -	Can purchase for self/spouse in units of \$10,000 Maximum \$250,000.
AD & D -	100% annual salary. Maximum same as Life Benefit Does not reduce
Dependant Life	Spouse - \$5,000 Child - \$2,500 from birth
Short Term Disability -	Not provided
Long Term Disability -	75% of basic monthly earnings to age 65, 119 days waiting period Employer paid premiums Taxable Own occupation for 2 years where loss is greater than 20% earnings, thereafter any occupation.
Extended Health Care	No deductible
Single Family	
Hospital -	Semi Private
Health	80% drugs, \$7.00 dispensing fee cap \$2.00 per prescription deductible Pay direct drug card / generic substitution 100% all other Paramedical - \$400 per year per practitioner Out of Canada emergency treatment covered up to \$1 million per lifetime

Out of Canada referral treatment covered up to \$50,000 per lifetime
Orthotics - Maximum \$200 per year
Hearing aid coverage maximum \$250 every 2 years

Vision Care \$150 in any 24 months

Dental

Single
Family

Preventative / basic services 80%
Major services 50%
No deductible
Current year Fee Guide
\$2000.00 annual maximum
Recall exams every 9 months

Orthodontics

50% to lifetime maximum of \$1500 per child

Survivor Extended Benefit

Service Waiting - Yes, for 24 months, Health/Dental

Eligibility - 3 months
Spouse - legal or common-law for 12 months
Child -- unmarried, under 22 or full time student under 26

LETTER OF UNDERSTANDING #1

BETWEEN:

B.F.I. CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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

- 1) "Qualifications" – The possession of a valid and appropriate license to operate the vehicle or equipment used in the performance of the job;
- 2) "Skill" – The demonstrated (through training and testing administered by the 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 _____, 2011.

B.F.I. CANADA INC.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115
