

COLLECTIVE AGREEMENT

BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION  
(COQUITLAM)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

***April 1, 2011 to March 31, 2016***

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - BARGAINING AGENT RECOGNITION .....	1
ARTICLE 3 - EMPLOYER'S RIGHTS.....	1
ARTICLE 4 - UNION SECURITY .....	3
ARTICLE 5 - HOURS OF WORK AND SHIFTS .....	4
ARTICLE 6 - OVERTIME PREMIUM RATES AND OVERTIME BANK.....	8
ARTICLE 7 - CLASSIFICATIONS.....	11
ARTICLE 8 - WAGE RATES.....	13
ARTICLE 9 - GENERAL HOLIDAYS .....	15
ARTICLE 10 - ANNUAL VACATIONS .....	16
ARTICLE 11 - SENIORITY.....	19
ARTICLE 12 - GENERAL.....	22
ARTICLE 13 - REASONS FOR DISCHARGE .....	23
ARTICLE 14 - INTERVIEWS, ACCIDENTS & DISCIPLINE .....	24
ARTICLE 15 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS .	25
ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION .....	27
ARTICLE 17 - SAFETY .....	28
ARTICLE 18 - HEALTH AND WELFARE .....	28
ARTICLE 19 - PENSION PLAN .....	29
ARTICLE 20 - LIFE OF AGREEMENT AND RENEWAL.....	30
POINT SYSTEM.....	31
SCHEDULE "A" .....	33
LETTER OF UNDERSTANDING #1.....	35
LETTER OF UNDERSTANDING #2.....	36
LETTER OF UNDERSTANDING #3.....	37
LETTER OF UNDERSTANDING #4.....	38
LETTER OF UNDERSTANDING #5.....	39
LETTER OF UNDERSTANDING #6.....	42

## COLLECTIVE AGREEMENT

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")

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 all employees employed in each and any classification contained in this Collective Agreement and who work at and from any location within the geographic area of the "Lower Mainland", as defined.

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

2.02 Major maintenance and repair including M.O.T. certified maintenance and repair of the equipment used by the Broker/Owner Operators in the course of meeting their contractual obligations will be performed by bargaining unit members, subject to Article 4.10.

2.03 It is understood that all Broker/Owner Operators and their employees shall be excluded from this Agreement.

### 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 4.11 of this Collective Agreement; 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 All employees shall be advised when the Company installs monitoring equipment such as video cameras and/or Global Positioning Systems (GPS) on Company property, equipment and/or other assets. It is agreed by the Parties that any data collected from any monitoring equipment installed on Company property, equipment and/or other assets may be used and/or relied upon for the issuance of any discipline to an employee. The Union reserves the right to question the accuracy of the data and/or to require the Company to provide independent corroborative proof in support of the data. In the event the Union and the Company can not agree on the data or proof provided therein the issue may be referred to the grievance procedure.
- 3.06 Force Majeure: In circumstances of force majeure, limited to the discontinuance of operations due to lack of fuel, sabotage, riot, freeze-up, excessive snow, flood, earthquakes, explosions, and/or collapse of equipment and/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 Employer retains the right to partially discontinue operations on the basis of specific geographical location and/or by line of business. Where the Employer invokes a partial discontinuation of operation as previously referenced, the Employer may request those affected employees assist Drivers in other areas. Any employee, who does not receive or accept a request from the Employer to assist other employees, shall only be paid for hours worked.

Where the Employer invokes this Force Majeure clause and is unable to contact employees prior to their arrival at their work location, the employee shall receive a minimum of two (2) hours at the appropriate rate of pay.

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

## ARTICLE 4 - UNION SECURITY

- 4.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, 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 introduce each new employee, as soon as possible, to the Chief Shop Steward. The Employer shall hand the employee a Union membership card, dues deduction card and Pension enrollment form. The employee shall complete said cards/forms and return them to the Employer. The Employer shall then submit the completed Union membership card and Pension enrollment form to the Union office, 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 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 subject to Article 4.11
- 4.07 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.
- 4.08 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 where the Employer has exhausted all employee lists. The Employer agrees to contact the Chief Shop Steward and the Union Members Representative where management uses tools or operates equipment.

- 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 The terms location or employer location as used in this agreement shall refer to the Employer's operating company(s) situated in Coquitlam and/or any satellite yards.
- 4.11 There shall be no sub-contracting out of the bargaining unit's work, without the express permission of the Union except as follows;
- (a) Chilliwack Residential Owner/Operator PM's and repairs.
  - (b) Chilliwack Company door traffic, road calls and 150 hour PM's.
- In every other case, the Employer will inform the Chief Shop Steward and the Union Members Representative in advance of any sub-contracting taking place.
- 4.12 The Employer shall indemnify and save and hold harmless any Employee, who is a member of the Union, in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings and judgments provided such claims are attributable to or caused by any negligent actions or omissions by any employee while working within the scope of his employment and further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings and judgments against any employee who is a member of the Union provided that such employee co-operates fully with the Employer in defending such claims, demands, costs, damages, actions, suits, proceedings and judgments. Further, the conduct of such claims, demands, costs, damages, actions, suits, proceedings and judgments shall be within the sole discretion of the Employer.

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

- 5.01 The standard work week for all posted employees shall be defined as 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) posted consecutive days of the week, or
  - (c) twelve (12) hours worked within twelve and one half (12-1/2) consecutive hours and shall be worked on three (3) consecutive days of the week subject to "(d)"
  - (d) The maximum number of twelve (12) hour postings shall be limited to twenty-five percent (25%) of all posted shifts in any LOB excluding any posted position in the Shop. The Employer shall have the right to post as many twelve (12) hour shifts in the Shop as deemed necessary.
- 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 (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day of work and/or general holidays.
    - (iii) where an employee has worked in excess of four (4) hours in any day, completes his route and there is no additional work available he shall be paid a minimum of eight (8) hours for 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 appropriate overtime rate of pay on the fifth (5<sup>th</sup>) and any subsequent consecutive day of work and/or general holidays.
    - (iii) where an employee has worked in excess of five (5) hours in any day, completes his route and there is no additional work available he shall be paid a minimum of ten (10) hours for the day.
  - (c) When working a twelve (12) hour shift:
    - (i) a minimum of six (6) hours at the regular rate of pay.
    - (ii) a minimum of six (6) hours at the appropriate overtime rate of pay on the fourth (4<sup>th</sup>) and any subsequent consecutive day of work and/or general holidays.
    - (iii) where an employee has worked in excess of six (6) hours in any day, completes his route and there is no additional work available he shall be paid a minimum of twelve (12) hours for the day.
- 5.03 Fifty percent (50%) of all posted employees in each line of business shall be guaranteed their work week (either 36 or 40 hours as described in Article 5.01). Seniority shall be the determining factor.
- 5.04 The Employer shall post as many "posted shifts" as required to carry out its business. The Employer will make every reasonable effort to maintain consistent start times for posted shifts.
- 5.05 Posted employees who are required to commence work before their posted start time shall be paid overtime in accordance with Article 6, for all time worked up to the employee's posted start time. This clause shall not apply to those employees on Incentive routes as referenced in Letter of Understanding # 5.
- 5.06 **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 five (5) hours call-out at straight time. A Spare employee's shift is defined as 10 hours. The Employer shall have a minimum of three (3) spare employees scheduled to report to work as outlined in Article 15.01 (b) of this Collective Agreement and this schedule shall become the scheduled spares defined shift. These

three (3) employees shall be employed within the Roll-Off, Front Load, Low Pro and/or Crane Truck Driver classifications as replacement drivers due to illness, vacations and/or any other short-term absence subject to qualifications, skill and ability.

- (a) If the employee works in excess of five (5) hours, and there is no additional work available, he shall be guaranteed a minimum of eight (8) hours pay.
- (b) If the employee works in excess of eight (8) hours, and there is no additional work available, he shall be guaranteed a minimum of ten (10) hours pay.
- (c) All time worked in excess of ten (10) hours shall be paid at the appropriate overtime rate.
- (d) in instances where a Spare employee has worked more than thirty-two (32) hours, but less than forty (40) 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. In such occurrences as stated in this section, all daily guarantees, as contained elsewhere in this Collective Agreement shall not be applicable.

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 1:00 p.m. on Friday the following week.

The Dispatcher shall then confirm the starting times of each Spare employee between the hours of 1:00 p.m. and 3:00 p.m. of the day before the scheduled work day.

A Spare employee may confirm, if not contacted by dispatch already, his start times by contacting the dispatcher by 3:00 p.m. the day before the scheduled workday.

Any Spare employee, including probationary employees, who work for a Residential Dependant Contractor shall be deemed to be working under the terms and conditions of this Collective Agreement.

A Spare employee who is contacted by dispatch on the workday shall have a ten (10) minute window of opportunity to return the dispatcher's call in order to confirm his start time for the day. Where the employee does not return the call within ten (10) 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.

- 5.07 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.
- 5.08 Employees shall receive two (2) paid fifteen (15) minute breaks during the employee's regular shift. Driving employees may not elect to combine these breaks. It is understood



that these breaks must not be taken during the first or last hour of an employee's shift without prior approval of management.

- 5.09 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.
- 5.10 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 and quitting times and his days off each week.
- 5.11 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.
- 5.12 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.13 (a) For posted employees, the work week shall start on the first scheduled day of their week.
- (b) For spare employees, the week shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.
- 5.14 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.
- 5.15 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.
- 5.16 Employees who are unable to report for their scheduled shift must contact their Manager or designate, no less than one (1) hour, before the start of their shift. An employee shall be required to contact their Manager or designate before 12:00 noon, the day previous to each additional day of absence.
- 5.17 When an employee who is regularly scheduled to work either thirty-six (36) hours or 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 the hours of his regularly scheduled work week within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain his regular work week hours for the pay period.

Such arrangement shall be by mutual consent and in writing.

5.18 SHIFTS:

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 5:00 a.m. and 12:59 p.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 1 p.m. 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.

5.19 TRAINING:

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 at the earliest opportunity

5.20 Employees working a twelve (12) hour shift shall be entitled to one additional thirty (30) minute unpaid meal break, which may be taken in accordance with this Article. It is understood that these breaks must not be taken during the first or last hour of an employee's shift without prior approval of management.

**ARTICLE 6 - OVERTIME PREMIUM RATES AND OVERTIME BANK**

6.01 OVERTIME:

- (a) All posted employees working the eight (8) hour shift shall be paid time and one-half (1.5x) their hourly rate of pay for all hours worked in excess of eight (8) hours up to and including 11 hours. Any hours worked in excess of 11 hours shall be paid at double time.
- (b) All posted employees working the ten (10) hour shift shall be paid time and one half (1.5x) their hourly rate of pay for all hours worked in excess of ten (10) hours up to and including 11 hours. Any hours worked in excess of 11 hours shall be paid at double time.
- (c) All posted employees working the 12-hour shift shall be paid two times (2x) their rate of pay for all hours worked in excess of 12 hours. Hours worked on days off shall be paid at the rate of one and one half times (1.5x) their rate of pay up to forty-eight (48) hours worked.
- (d) All posted employees shall be paid two times (2x) their hourly rate of pay for all hours worked in excess of forty-eight (48) hours per week. The forty-eight hour overtime calculation shall be made at the end of the employee's work week.
- (e) Any employee called out to work during their scheduled Vacation time shall be paid one and one-half times (1.5x) the hourly rate of pay of the classification of work performed for the first eight (8) hours of that Vacation week. For all hours worked in excess of eight (8) hours and/or on additional days during the same week, the employee shall receive two (2x) times the hourly rate of pay of the classification of work performed.

It is agreed that as of January 1<sup>st</sup> 2012, this clause (e) above shall not be relied upon and deemed to be stricken from this Collective Agreement.

6.02 All spare employees shall be paid overtime in accordance with Article 6.01(b) and 6.01(d).

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 times (1.5x) the rate of pay of the classification of work performed, for his regular shift. Any hours worked in excess of an employee's regular shift shall be paid at two times (2x) in addition to any other compensation the employee may be entitled to pursuant to Article 6.07.

6.04 It is agreed that as of January 1<sup>st</sup> 2012, this clause (a) below shall not be relied upon and deemed to be stricken from this Collective Agreement.

- (a) Overtime on days off and statutory holidays and/or on an employee's scheduled Vacation time will be awarded to senior employees with the qualifications, skill, and ability who have signed the overtime list in accordance with article 15.07. 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 have the qualifications, skill, and ability to perform the work available.

Effective January 1<sup>st</sup>, 2012 this clause (a) shall read as follows:

- (a) Overtime on days off and statutory holidays will be awarded to senior employees with the qualifications, skill, and ability who have signed the overtime list in accordance with article 15.07. 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 have the qualifications, skill, and ability to perform the work available.
- (b) Overtime on scheduled workdays shall be mutually agreed between the employee and the Employer. Overtime on scheduled workdays shall be on a voluntary basis and refusal to work overtime shall not be a violation of this agreement. This provision shall not apply to downtime or traffic congestion which prevents the employee from completing his daily assignment or route within the scheduled work shift, in which case overtime up to a maximum of 1 hour shall be required in order to complete the daily assignment.
- (c) For overtime that may occur at the end of a shift, the employee truck driver 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.

6.05 Subject to Article 15.07, all overtime shall be in accordance with this collective agreement. All overtime, including call out shall be allocated on a seniority basis, subject to the Employer's right to use the lowest premium rate available.

#### 6.06 PREMIUM RATES

Employees shall be paid the following premiums:

- (a) For all hours worked on the second (2nd) shift of the day, 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 seventy-five cents (75¢) per hour to be paid.

- (c) For all hours worked on Saturday and Sunday the employee shall receive an additional twenty-five cents (25¢) per hour.
- (d) The driver of a truck with a trailer attached shall be paid an additional seventy-five cents (\$0.75) per hour.
- (e) The Chargehand of a shift shall be paid an additional one dollar (\$1.00) per hour.
- (f) When required, a designated employee with a valid first aid ticket shall be paid an additional one dollar (\$1.00) per hour.
- (g) Mechanics possessing both a commercial vehicle inspection certificate and a Class III Driver's license shall receive an additional one dollar (\$1.00) per hour.
- (h) An employee who drives a tandem axle recycle vehicle will be paid an additional one dollar (\$1.00) per hour.
- (i) An Incentive paid employee who accepts an appointment to act as a Driver Mentor or who is required to act as an instructor for route orientation shall be paid an additional five dollars (\$5.00) per hour above his classified rate of pay for his entire daily shift. An Hourly paid employee who is required to act as a Driver Mentor or who is required to act as an instructor for route orientation shall be paid an additional three dollars and fifty cents (\$3.50) per hour above his classified rate of pay for his entire daily shift.
- (j) 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.

### Overtime Bank

Effective July 1<sup>st</sup>, 2011 employees shall have the right to utilize the overtime bank.

Each January, employees have the option of signing up for the overtime bank. (Deadline January 15). The first forty (40) straight time equivalent hours of overtime worked in the calendar year, including the overtime portion paid for an employee working on General Holidays will be banked to an equivalent of forty (40) straight time hours at their classified rate of pay. No more than forty (40) straight time hours can be banked or used in a calendar year. Spare board employees must declare one classification in which they will bank overtime.

Banked overtime may be taken as paid straight time-off at a time mutually agreed between the Employer and the employee with the understanding that the ability to grant such time off will be based on the company's ability to meet their operational needs.

An employee may make a written request for withdrawal of any and/or all, of his/her overtime bank. Withdrawals will be in increments of one day straight time pay to be paid out with their regular pay, or one day paid straight time off, both calculated at the rate of pay at the time banked.

The Employer will pay all remaining amounts in the employee's overtime bank on the first pay period in January of each year on the same cheque as the outstanding vacation pay outlined in article 10.

## **ARTICLE 7 - CLASSIFICATIONS**

- 7.01 A seasonal employee shall be an employee who may be regularly scheduled to work during the period of April 15th through September 30th in any year, performing holiday relief and/or driving to the dump. 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 April 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 PROBATIONARY EMPLOYEES, as defined in Article 11.01, shall receive the rate of pay applicable to the classification in which they are hired, less one dollar (\$1.00) per hour.
- 7.03 DRIVERS include roll-off, roll-off truck and trailer, low-pro, front load, crane truck, recycle, toter, and spare truck driver 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.
- 7.04 SPARE DRIVER - is an employee who is required to be able to replace any truck driver.
- 7.05 COMMERCIAL SWAMPER - is an employee who is required to assist any Front load Driver. A Commercial swamper may be requested to drive a truck.
- 7.06 RECYCLE SWAMPER - is an employee who is required to assist any Recycle truck driver. A Recycle swamper may be requested to drive a truck.
- 7.07 MECHANIC - is an employee who possesses a Journeyman Heavy Duty Mechanic Certificate (TQ) or a Commercial Transport Journeyman Certification (TQ) and possesses the skills to repair and maintain trucks and other mechanical equipment. Each shift must have at least one (1) mechanic with a valid driver's license to drive a service vehicle.
- 7.08 TRUCK 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.
- 7.09 SWAMPER/PICKUP DRIVER – is an employee who is required to assist any commercial truck driver. A swamper shall be required to drive a service truck.
- 7.10 TOTER CART SERVICEMAN – is an employee whose duties include driving a service vehicle, toter/cart maintenance, pull-out truck operation, single or multiple toter/cart delivery(ies) and pick-up and other general labouring duties as directed.

- 7.11 CONTAINER MAINTENANCE TECHNICIAN is an employee who has no TQ but has demonstrated experience of at least two years and/or ability to maintain, weld, repair and paint both containers and other equipment as directed.

It is understood that Eric Danielisz shall be grandfathered at the former Bodyman/Painter rate (\$31.62 per hour as of April 1<sup>st</sup> 2011) as long as he works in the classification of Container Maintenance Technician. In the event he leaves the posting, he shall be paid the appropriate rate for the new posting. Should he return to the posting of Container Maintenance Technician at some future date he shall return to his original rate of pay, plus any negotiated increase.

- 7.12 APPRENTICE - is an employee who has completed and successfully passed the entrance examination of the trade and who shall be "indentured" under the Apprenticeship Plan of BC and works under the direction of a qualified tradesman. Must have a valid drivers license to drive a service vehicle.

- 7.13 FORKLIFT OPERATOR/YARDMAN - is an employee who possesses a valid "certificate" from a recognized Forklift Operator Training Program in the Province of BC, operates a forklift, and performs other related labouring duties including, but not limited to, yard and facility cleanup and repair, the pressure washing of containers and/or truck washing. The Employer shall be responsible for all training required to achieve and retain the "certificate". An employee shall be in possession of a valid driver's license issued under the Motor Vehicle Act of BC.

- 7.14 TIREMAN - is an employee who will be required to possess a recognized "certificate" of Training in Commercial Vehicle Wheel Service and whose duties include the repairing and replacing, care and maintenance of the fleet tires and wheels within the parameters of the Employer's "Wheel-on" tire program. Must have a valid driver's license to drive a service vehicle. The Employer shall be responsible for all training necessary to achieve the above referenced skills.

- 7.15 GENERAL LABOURER - is an employee who performs yard and building maintenance, decals containers and may assist in the assembly of and decaling of portable toilets, and/or performs other manual labouring jobs assigned where the labourer assists other classifications but does not displace any other classifications.

The general labourer may only pressure wash containers where there is a forklift operator/yardman position on the shift.

- 7.16 CHARGEHAND - is an employee who shall assist the Route Supervisor/Shop Foreman in carrying out his duties. The Charge Hand shall not take disciplinary action against an employee. It is recognized that the Charge Hand shall have to answer to the Route Supervisor/Shop Foreman for any deficiencies in work load completion.

- 7.17 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.

- 7.18 The following employees will be "Red Circled" at the wage rate of Truck Welder plus any negotiated increases so long as they work in the classification of Truck Welder or Container Maintenance Technician. It is understood that if any of these employees are not capable of fulfilling all of the job duties listed for the Container Maintenance Technician, these employees shall continue to be allowed to hold the position of

Container Maintenance Technician. In the event they leave their posting they shall be paid the appropriate rate for their new posting. Should any of these employees return to the position of Truck Welder or Container Welder at some future date they shall return to their original rate of pay plus any negotiated increases.

Bruce Smith  
 Brian Sydor  
 Ryan Ward  
 John Williams  
 Robert Zimmerman

## ARTICLE 8 - WAGE RATES

### 8.01 Hourly Wage Rates

Classification	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Mechanic	\$34.43	\$34.95	\$35.65	\$36.54	\$37.45
Truck Welder	\$29.59	\$30.04	\$30.64	\$31.40	\$32.19
Front-Load Driver	\$29.40	\$29.84	\$30.44	\$31.20	\$31.98
Crane Truck Driver	\$29.40	\$29.84	\$30.44	\$31.20	\$31.98
Tireman	\$29.30	\$29.74	\$30.33	\$31.09	\$31.87
Container Maintenance Technician	\$27.13	\$27.54	\$28.09	\$28.79	\$29.51
Roll Off Driver	\$29.40	\$29.84	\$30.44	\$31.20	\$31.98
Low Pro Driver	\$29.40	\$29.84	\$30.44	\$31.20	\$31.98
Recycle Driver	\$23.72	\$24.08	\$24.56	\$25.18	\$25.81
Incentive per KG	\$0.0586	\$0.0595	\$0.0606	\$0.0622	\$0.0637
Forklift Operator/Yardman	\$22.37	\$22.71	\$23.16	\$23.74	\$24.33
Swamper/Pickup Driver	\$20.46	\$20.77	\$21.18	\$21.71	\$22.26
Front Load Swamper	\$20.44	\$20.75	\$21.16	\$21.69	\$22.24
Recycle Swamper	\$20.44	\$20.75	\$21.16	\$21.69	\$22.24
Swamper	\$20.44	\$20.75	\$21.16	\$21.69	\$22.24
Toter Cart Serviceman	\$17.58	\$17.85	\$18.20	\$18.66	\$19.13
General Labourer	\$16.98	\$17.23	\$17.58	\$18.02	\$18.47
Seasonal	\$23.33	\$23.68	\$24.15	\$24.76	\$25.38

Spare Employee\* - The rate of classification of the work performed.

Driving employees who are being trained in a particular line of business by a Driver Mentor or the Driver Trainer, shall be paid two (\$2.00) per hour less than the rate of pay of the classification of work performed.

Apprentice:

- 1st year      80% of mechanic rate
- 2nd year      85% of mechanic rate
- 3rd year      90% of mechanic rate
- 4th year      95% of mechanic rate

Every apprentice shall receive the above referenced percentage rate of pay upon successful completion of the applicable trades qualification course. It is understood that the percentage increase shall be paid retroactively to the employee's anniversary of his apprenticeship, unless the delay in completion of the course is due to the actions or inactions of the employee in question.

8.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 16 of this Collective Agreement.

8.03 If an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s). If the apprentice qualifies, the Employer shall pay the difference between the available assistance and the apprentice's loss of regular wages. Where the apprentice does not qualify, the Employer shall pay the apprentice's loss of regular wages. An apprentice's wages shall be paid in accordance with Article 8.05. Course costs will be reimbursed upon successful completion of the applicable course. Proof of completion is to be provided before reimbursement. Apprentices leaving the employ of the Employer within six months of reimbursement will repay any monies paid.

8.04 The Employer shall pay each employee every two (2) weeks on a Friday by electronic deposit, all wages due, up to and including the previous Sunday. A separate detailed statement showing all hours worked, daily incentive rate achieved (where applicable), rate(s) of pay and an itemized list of deductions, shall be given each employee each and every pay day. Where the Employer has made any change to the employee's daily incentive rate sheet, the employee shall receive a copy of the modified sheet. In the event of Friday being a Holiday, payment of wages shall be made the day previous.

Any employee paid with a manual cheque on April 1, 2011 may continue to do so until such time as they request to be converted to electronic deposit. All new employees and employees converting to electronic deposit will be paid with that method from that point forward.

8.05 Employee pay stubs or 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 stubs or cheques on the day prior to payday. All pay stubs or cheques are to be in envelopes.

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, on the day of termination. If termination occurs at times, other than office hours, the Employer shall pay the terminated employee on the next office working day.

8.08 At the time of termination, the employee shall receive his 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	Boxing Day
BC Day	Floating Holiday
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 who have established seniority in accordance with Article 11 shall receive their regular day's wages\*\* for each General or Proclaimed Holiday and be entitled to take a day off in accordance with this Agreement 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 laid off or is on an approved leave of absence provided any such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs or,
- (c) An employee is off work due to a death in his immediate family or is acting as a juror as provided elsewhere in this Agreement or,
- (d) An employee works any part of a General Holiday or Proclaimed Holiday.

\*\*NOTE - Every Incentive paid/Spare Driver employee's regular day's wages shall be calculated as follows:

$$\frac{\text{amount paid}}{\text{days worked (30 calendar days)}} = \text{regular days wages}$$

9.03 With respect to Recycle/Toter driver classification employees, the Employer shall have the right to schedule, by seniority and/or where necessary in accordance with Article 15.07, Recycle/Toter driver classification employees to work either, for four (4) days where an employee works a forty (40) hour schedule or three (3) days where an employee works a thirty-six (36) hour schedule, in any week that a General or Proclaimed Holiday(s) occurs in accordance with municipal requirements, and the appropriate overtime rate shall be paid for this work.

9.04 In the event of a General or Proclaimed Holiday falling on employee's regular day off, the Employer shall allow the following employees their first scheduled working day as a day off in lieu of the General Holiday, on a seniority basis. All other employees shall be allowed to take another day off in lieu, prior to their next Annual Vacation Period. This day must be scheduled in advance.

- (a) eight (8) employees off at one time in Commercial with the following restrictions:

Four (4) in Front Load  
Two (2) in Roll Off  
two (2) in the remainder of Commercial List

- (b) Four (4) employees off at one time in Recycle
- (c) Two (2) employees off at one time in the Shop.

Note – In the event that the number of full time postings (as established in negotiations) in each category shown above increases or decreases by 10 percent or more, the parties will meet to discuss an appropriate increase or reduction in the maximum number of employees that shall be allowed off at any one time. If an agreement cannot be reached, the matter will be referred to mediation/arbitration.

- 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/days following his annual vacation as additional day/days off with pay.
- 9.06. With respect to those posted employees who do not work a General or Proclaimed Holiday, it is understood that a General or Proclaimed Holiday shall be deemed to be a day worked during the standard work week as defined in Article 5.01. The standard work week shall be reduced by an employee's regular daily shift, either eight (8), ten (10) or twelve (12) hours, for each General or Proclaimed Holiday in the week. Article 6.01 shall apply for all hours worked in excess of the standard work week.
- 9.07 With respect to those seniority rated Spare employees who do not work a General or Proclaimed Holiday, it is understood that a General or Proclaimed Holiday shall be deemed to be a day worked during their work week. Spare employees shall be viewed as ten (10) hour a day employees and as such shall have their work week reduced by ten (10) straight time hours for each General or Proclaimed Holiday in the work week. Article 6.02 shall apply for all hours worked in excess of the straight time hours in the work week.

## **ARTICLE 10 - ANNUAL VACATIONS**

Every employee shall receive all monies accrued up to and including December 31<sup>st</sup> of the current vacation year. This amount shall be payable, by separate cheque, on the first pay period of the following year.

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

- 10.01 Vacation Period – The year of an employee's anniversary date of hire.
- 10.02 Vacation year – Shall be defined as the period of January 1st to December 31st
- 10.03 On January 1st of each year the Company shall give an employee an annual vacation based on the following entitlement.
  - (a) Employees who have not completed one (1) year's employment on January 1st of any year shall have their vacation and vacation pay based on four percent (4%) pro-rated accordingly. An employee who has completed six (6) months of employment prior to January 1st of any year may take one (1) week's vacation with pay based on four percent (4%) of the employee's earnings.

- (b) Employees who have completed one (1) year of service on their anniversary date of hire in any year shall receive and take a vacation of two (2) weeks with pay based on four percent (4%) of the employee's earnings at their regular classified rate of pay.
- (c) Employees who have completed three (3) 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 six (6) years of service on their anniversary date of hire in any year shall receive and take a vacation of  
  
four (4) weeks with pay based on eight percent (8%) of the employee's earnings at their regular classified rate of pay.
- (e) Employees who have completed twelve (12) years of service on their anniversary date of hire in any year shall receive and take a vacation of five (5) weeks with pay based on ten percent (10%) of the employee's earnings at their regular classified rate of pay.
- (f) Employees who have completed twenty-five (25) years of service on their anniversary date of hire in any year shall receive and take a vacation of six (6) weeks with pay based on twelve percent (12%) of the employee's earnings at their regular classified rate of pay.

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

The percentage calculation of an employee's total earnings 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. This shall be paid by separate cheque.

10.04 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.

10.05 On or about October 1<sup>st</sup> of each year, the Employer shall post a notice at each location advising the employees of the upcoming vacation confirmation interview. On November 1<sup>st</sup> the employer shall post a confirmation interview schedule and commence interviews being completed no later than November 30<sup>th</sup>.

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 by November 1<sup>st</sup> 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 December 15<sup>th</sup> 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 request(s) in writing by November 1<sup>st</sup> shall result in the employee being given the choice of openings existing after November 30<sup>th</sup>.

- 10.06 The Employer agrees to post a monthly schedule (by seniority list) on the Union Bulletin board of those employees who have been awarded vacation time for the month.
- 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 three (3) weeks per employee.

At any time the Employer shall allow off a maximum of:

- (a) eight (8) employees off at one time in Commercial with the following restrictions:  
Four (4) in Front Load  
Two (2) in Roll Off  
two (2) in the remainder of Commercial List
- (b) Four (4) employees off at one time in Recycle
- (c) Two (2) employees off at one time in the Shop.

Note – In the event that the number of full time postings (as established in negotiations) in each category shown above, increases or decreases by 10 percent or more, the parties will meet to discuss an appropriate increase or reduction in the maximum number of employees that shall be allowed off at any one time. If an agreement cannot be reached, the matter will be referred to mediation/arbitration.

Effective January 1<sup>st</sup>, 2012 this Article shall come into effect;

Where an employee is off work due to occupational or non-occupational illness or injury, cancels or changes his vacation schedule in writing five calendar (5) days prior to the commencement of his scheduled vacation, the employees vacated schedule shall be posted, on the Employer's letterhead, on the Union notice board for five (5) calendar days. The opening will be awarded to the most senior employee on his seniority list who has applied subject only to the following;

Where the vacated schedule occurs during the "Prime Vacation Time" period as referenced in this Article, the opening shall be awarded to the most senior employee that has not been scheduled to the three (3) week maximum within the "Prime Vacation Time" period.

- 10.08 It is agreed that as of January 1<sup>st</sup> 2012, this Article shall not be relied upon but will be replaced by the Article following.

The period of time taken by an employee for annual vacation shall be viewed as time worked (for the purposes of establishing overtime payment as referenced in Article 6.01) and scheduled in accordance with the employee's regularly scheduled work week.

Effective January 1<sup>st</sup>, 2012 this Article shall read as follows;

No employee shall request and the Employer shall not allow any employee to work during their scheduled annual vacation period at any time.

- 10.09 All annual vacations shall be taken within the "Vacation year".
- 10.10 Any employee wishing to change 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.

## **ARTICLE 11 - SENIORITY**

- 11.01 (a) All new employees shall serve a probationary period of sixty (60) worked 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 where vacancies occur, the Company shall call in probationary employees according to their day of hire and the principle of last man off, first man on shall prevail. 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, monthly, showing the seniority of each employee up to his last working day of the completed month. The Chief Shop Steward and the Union office shall also be supplied with a seniority list.
- 11.03 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. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs 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 and proceeding in turn thereafter subject to qualifications, skill and ability.
- 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 employment 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. Where Article 15.05 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 prescribed in the particular job posting.
- 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.
- 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 Where an employee is required to have a medical certificate and/or form completed by a medical practitioner/physician, the Employer shall be responsible for the following costs associated with the completion of the documentation:
- Up to a maximum of \$50.00 per incident for medical practitioners and/or physicians letter, when requested by Waste Management.
  - 100% of G.R.T.W. AND F.A.F. forms
  - \$100.00 for each government required drivers medical exam.

In order to qualify for reimbursement, an employee shall provide receipts.

- 11.14 An employee who loses his "qualifications" as described in Letter of Understanding #4 shall immediately inform the Employer. The employee shall 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 termination.
- 11.15 Where the Union and the Employer agree to an employee working for a "trial period" in a "non-union" 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 acceptance of the non-union position.
  - (f) It must be clearly understood that any employee who makes any agreement contrary to the above condition shall be deemed to have violated the Collective Agreement and shall be terminated.

## **LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY**

### **LEAVE OF ABSENCE**

- 11.16 Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and 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. The Member's Representative of the Union shall receive a copy of the Company's letter granting the leave of absence.

### **11.17 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 and sisters and

grandparents. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Step-mother and step-father shall be deemed as mother and father.

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

#### 11.18 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 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, with one-half (1/2) pay, to any employee who is serving on a Union committee for the purpose of discussions with the Employer.

12.04 The Employer shall allow time off work, without pay, to any person who is serving as a Union Delegate to any Conference or Function, provided all requests for time off are reasonable and do not interfere with the proper operations of the Employer. There shall be no more than two (2) employees, for such Conference or Function, off at any one (1) time.

12.05 The Employer will provide lockable clear glass enclosed union notice boards at all locations. 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.

12.06 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.

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 shall consist of three (3) pairs of pants, three (3) shirts, and a jacket. In the alternative, three (3) sets of coveralls will be provided. Uniforms shall be replaced on an as needed basis and driving employees will wear, launder and reasonably maintain their uniform. Where the replacement of uniforms is required more than once in a twelve (12) month rolling period due to loss or misuse, the employee may be subject to discipline.

Where an employee has a presentable uniform, the wearing of uniforms shall be mandatory and if not worn the employee may be subject to discipline.

12.09 All shop personnel shall be supplied with coveralls and gloves.

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

12.11 Employees, other than Posted Swampers, Recyclers and Residential employees, required to wear CSA approved footwear shall receive two hundred and seventy-five (\$275.00) dollars per calendar year upon presentation of receipts to the Employer. Those employees employed as Posted Swampers, Recyclers and Residential employees shall receive three hundred and fifty (\$350.00) dollars per calendar year upon presentation of receipts to the Employer.

12.12 **TOOL INSURANCE:** The Employer will assume responsibility for the replacement of tool boxes and their contents on Employer 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, and/or its contents, is lost

The Employer will provide insurance coverage on each mechanic's tools to a maximum of thirty thousand dollars (\$30,000.00) per occurrence, subject to a two hundred dollar (\$200.00) deductible per occurrence. Each Mechanic must submit to the Employer, 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, truck welders and apprentices shall receive a tool allowance (from the Employer) of seven hundred and fifty dollars (\$750.00).
- (b) All welders and container maintenance technicians shall receive a tool allowance (from the Employer) of three hundred and fifty dollars (\$350.00) per year.
- (c) The above employees shall be employed for one (1) year before being entitled to such allowance. To be eligible the employee shall tender a supplier or store invoice to the Employer prior to June 1st of each year and the Employer shall reimburse the employee upon receipt of the invoice.

## **ARTICLE 13 - REASONS FOR DISCHARGE**

Reasons for immediate discharge of an employee include the following:

13.01 Failing to report for work on time without sufficient reason.

- 13.02 Quitting before his scheduled quitting time.
- 13.03 The consuming of substances that could cause impairment during his working hours.
- 13.04 Incapable of performing his regular duties caused by condition in Article 13.03.
- 13.05 Having an unauthorized person on the job.
- 13.06 For violating Article 12.07.
- 13.07 In any instance where an employee accepts other employment without the consent of management, when on leave of absence for any reason or vacation, his employment may be terminated, subject to proper proof of same by the Employer.
- 13.08 The Union and the Employer have agreed to a point system which shall be used in conjunction with the safe driving programs. The point system shall be contained within the Collective Agreement. An employee who is issued points on a regular and continuing basis may be subject to progressive discipline.
- 13.09 The Employer shall submit reasons for termination of an employee in writing to the Union at the Union's request.
- 13.10 Where an employee is suspended for disciplinary action, said suspension shall not be considered a layoff.
- 13.11 The employee suspended shall continue to accumulate seniority.

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

- 14.01 Whenever an employee is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could and/or does give rise to discipline, a Shop Steward of the employee's choice will be in attendance. If the designated Shop Steward is not available at the scheduled time, an available shop steward will attend the fact finding/investigation. It is agreed that time is of the essence and that the Employer and employee share the responsibility for contacting the Shop Steward and ensuring the Steward is present. In the event the Shop Steward of the employees choosing cannot be located, the meeting will not take place until an alternative 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 where any available shop steward attends the fact finding/investigation.
- 14.02 An employee shall be given a copy of the fact finding upon request.
- 14.03 All disciplinary action may be subject to the grievance and arbitration procedure
- 14.04 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.
- 14.05 The employee shall immediately advise the Employer in the event of breakdown and/or accident, and report all details in writing.

14.06 No employee shall receive or be required to accept any points and/or discipline that is issued after thirty (30) calendar days has elapsed from the date of the filing of the incident/accident report. The exception to this thirty-day rule shall be where an employee is not available due to WCB, WI or an authorized leave of absence.

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

15.01 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 start time of the shift, the hours of the shift and the days of the week.

(b) All scheduled spare driver positions shall be given the hours of the shift and the days of the week. The days of the standard work week shall be either three (3), four (4) or five (5) consecutive days as defined in Article 5.01.

15.02 Where a vacancy or a new posting occurs because of changed business requirements, the Employer shall 'post' a "notice" indicating the classification, the start time of the shift, the hours of the shift and the days of the week.

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

Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire seven (7) day period shall be given an opportunity to apply for this posting.

Note - Although a change in work location will not necessarily require cancellation of a posting or re-posting, the Employer will only change work locations for bona fide business reasons.

15.03 The Employer shall give seven (7) days' notice to cancel a posting.

15.04 Seniority shall be the governing factor in fulfilling job vacancies, scheduled driver positions and call-out of spare employees, providing the factors of qualifications, skill, and ability are relatively equal among those involved.

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

The Union office and the Chief Shop Steward shall receive a copy, faxed and/or e-mailed, of all postings that are awarded.

15.05 The Employer shall maintain three (3) seniority lists as follows:

1. Commercial
2. Recycle
3. Spare

Employees shall not be permitted to exercise seniority rights to “bump” or transfer into other departments. Without restricting the generality of the foregoing, it is understood that employees will not be able to bump into positions on other seniority lists. Employees will be given first option to transfer, by means of a job posting, from one position to another if he has the appropriate qualifications, skill, and ability, should such vacancies occur.

An employee transferring from one classification to another classification shall be given a training period of up to thirty (30) calendar days. If, after designated training, the employee is found unacceptable 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 any loss of seniority. Where an employee is successful in completing the designated training and decides to return to his last position held, within the thirty (30) calendar days referenced above, he will be unable to reapply for a posting in that classification for a period of three (3) months.

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

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 seven (7) calendar days of receiving his lay off notice, to either:

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

- (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.

#### 15.06 Future Business Opportunities (F.B.O.)

The Company and the Union agree to meet for the purposes of securing Business Opportunities. If any mutually agreed to modifications are reached, they shall be identified by a Letter of Understanding and shall be for each opportunity and a specified period of time.

- 15.07 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 prior to the award date. The employee should also ensure the Employer has an up-to-date phone number where he may be contacted.

## 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 Manager or his designate, the employee and 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 Senior District Manager.
  - (c) The Senior District 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 Senior District Manager, it shall be deemed that the grievance procedure has been exhausted.
  - (d) Either party must refer the matter to arbitration within 30 days, failing which the grievance will have been deemed to be abandoned.
- 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 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 ten (10) days, or as soon thereafter as may conveniently be arranged.
- 16.06 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this article.

## **ARTICLE 17 - SAFETY**

- 17.01 The Employer 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, Chargehand, Shop Foreman, and/or the Manager as being safe.
- 17.04 A Joint Occupational Health and Safety Committee will be formed as required under the BC Occupational Health and Safety Act. The BC Occupational Health and Safety Act 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.
- 17.05 The Employer shall ensure that it has an employee employed on each shift with a valid first aid ticket. It is recognized that the Employer may employ a management person with a valid first aid ticket to comply with this requirement.
- 17.06 Where an employee is required to wear Prescription Safety Glasses, the Employer shall be responsible for these costs. It is understood that the Prescription safety Glasses referenced herein would not be charged against an employees vision care benefits as contained in Schedule "A".

## **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 will pay the premiums for each eligible seniority employee for the BC Medical Services Plan.
- 18.02 The Employer shall contribute one hundred percent (100%) of the premium cost of providing Extended Health care and BC Medical coverage on behalf of each eligible seniority employee covered by this agreement.
- 18.03 The Employer shall submit the premiums for all eligible seniority employees to an authorized agency acting on behalf of the Health and Welfare Plans each and every month as required by the plan carrier.
- 18.04 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 (a) Effective April 1<sup>st</sup> 2011, the Employer shall make contributions at the rate of two dollars and twenty- cents (\$2.20) per hour for hours paid (based on an employees shift as referenced in Article 5), vacation pay and general holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.
- (b) Effective April 1<sup>st</sup> 2012, the Employer's contributions shall increase to two dollars and forty cents (\$2.40) per hour for hours paid (based on an employees shift as referenced in Article 5), vacation pay and general holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.
- (c) Effective April 1<sup>st</sup> 2013, the Employer's contributions shall increase to two dollars and sixty cents (\$2.60) per hour for hours paid (based on an employees shift as referenced in Article 5), vacation pay and general holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.
- (d) Effective April 1<sup>st</sup> 2014, the Employer's contributions shall increase to two dollars and sixty cents (\$2.80) per hour for hours paid (based on an employees shift as referenced in Article 5), vacation pay and general holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.
- (e) Effective April 1<sup>st</sup> 2015, the Employer's contributions shall increase to three dollars (\$3.00) per hour for hours paid (based on an employees shift as referenced in Article 5), vacation pay and general holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the Operating Engineers' Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.
- 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 as of the first (1st) day of April, 2011 and shall remain in full force and effect until the thirty-first (31st) day of March, 2016 and each succeeding first (1st) day of April thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the thirty-first (31st) day of March, 2016 or the thirty-first (31st) day of March in any year thereafter.

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

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

**20.04 STRIKES AND LOCKOUTS**

- (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 lock-out or collective action by the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## POINT SYSTEM

For all incidents and accidents involving vehicles or property damage, this point system shall be the only disciplinary action used for driving employees, subject to Article 13.08.

### ACCIDENTS OR DAMAGES GRADED HIGH

\$000.00 - \$500.00	up to 5 points
\$501.00 - \$2,500.00	up to 10 points
\$2,501.00 - \$5,000.00	up to 15 points
\$5,001.00 and over	up to 21 points

### ACCIDENTS OR DAMAGES GRADED LOW

\$000.00 - \$500.00	1 point
\$501.00 - \$2,500.00	up to 5 points
\$2,501.00 and over	up to 7 points

Accidents graded as low will be those incidents occurring while servicing an account.

Door knobs, doors etc	up to 3 points
Insecure loads	up to 3 points
Breaking windshields or windshield	up to 2 points
Running on a flat tire without permission	up to 3 points

Speeding points will be assessed 1 point for every kilometer over 90 km. or, over posted speed limits

Overhead accidents, while driving	up to 21 points
Careless driving or gross negligence	Dismissal (if convicted under the Motor Vehicle Act)

Backing up accidents on vehicles equipped with rear cameras up to 21 points

Accidents and damages including 1 pt. incidents not reported to the Dispatcher on duty immediately. If no Dispatcher on duty, the accident must be reported on the next scheduled day that a Dispatcher is on duty up to 10 points plus above assessment

Accidents or damages not reported in writing up to Dismissal

When a driver reaches 21 points, he or she will be suspended for a period not to exceed ten (10) working days. The starting time of the suspension to be assessed will be at the discretion of

the Dispatcher, not to exceed longer than thirty (30) days from the day of the incident, and not more than three (3) working days per week.

1 point will be deducted every working month, if current month is clear.

Drivers with 3 years service and over will be deducted 2 points per month.

Drivers with 5 years of service and over will be deducted 3 points per month.

Drivers have the right to appeal points assessed to them, in writing, to their supervisor.

When a driver reaches 36 points = dismissal

## SCHEDULE "A"

### Highlights of the Waste Management of Canada Corporation Health and Welfare Plan

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.

#### 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.

#### Extended Health

0 deductible

Reimbursement	Inside BC	80%
	After \$1,000.00	100%
	Outside BC	100%
Maximum allowable coverage:		\$25,000

Drug reimbursement

legally required prescription

### Primary Paramedical Maximums

Psychologist	\$100.00/year Per Person
Chiropractor	\$200.00/year Per Person
Naturopath	\$200.00/year Per Person
Acupuncturist	\$100.00/year Per Person
Physiotherapist	\$250.00/year Per Person
Masseur	\$250.00/year Per Person
Podiatrist	\$100.00/year Per Person
Speech Therapist	\$100.00/year Per Person
Hearing Aids	\$500/ 5-years employees/ spouses and dependent children
Orthopedic Shoes	\$200.00/year dependent children only \$400.00/year adults

Nursing Services: 30 days per calendar year per person

Vision Care: 0 deductible  
80% reimbursement  
Maximum coverage allowed: \$300 per person in any 24 months.

#### Group Life:

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

Employees who do not average 20 hours per week, reviewed from date of hire, over a six month period shall not be eligible for the benefits contained in Schedule "A".

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

1. The Employer may employ a maximum of fifteen (15) Commercial Broker/Owner Operators at any one (1) time.
2. If the number of Commercial Posted Truck Drivers is reduced below forty-five (45) the following procedure shall be followed. After the posting of three (3) Commercial truck drivers have been reduced thereby bringing the number of Commercial Posted Truck Drivers to forty-two (42) the contract of a Commercial Broker/Owner Operator will be terminated before a further posting of a Commercial Truck Driver is reduced. Thereafter, the contract of a Commercial Broker/Owner Operator will be terminated for each further reduction of three (3) Posted Commercial Truck Driving positions. Conversely, where postings are increased after a reduction has occurred under this provision, the same ratio as applicable on reductions shall apply with one (1) contract being given to a Commercial Broker/Owner Operator after each three (3) additional postings for Commercial Truck Drivers being established.
3. The Employer shall not enter into an agreement, plan, scheme or device with a Broker/Owner Operator which would conflict with the provisions of the Agreement and have the effect of circumventing or defeating any and all provisions of this Collective Agreement.
4. The Employer shall pay the equivalent of Union Dues on behalf of all Residential Broker/Owner Operators and their employees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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: Temporary Postings**

The parties agree that there may be temporary postings in all lines of business for the purposes of Vacation coverage.

These Temporary Postings shall identify the length of the postings where possible, the start time of the shift, hours of the shift, days of the week and (as a courtesy) location of the yard.

These Temporary Postings shall be open to all employees with the understanding that upon completion of the posting the employee shall return to his previously held position on his seniority list.. This shall also include Partially Posted employees.

Seniority shall be the governing factor in fulfilling job vacancies and any employee who is awarded a Temporary Posting shall be trained immediately. Article 15.05 shall not apply to any Temporary Posting.

All successful applicants receiving a Temporary Posting shall have their vacated posting reposted in accordance with this Letter of Understanding.

It is understood and agreed by the parties that these Temporary Postings shall not be included in the ratio referenced in Letter of Understanding # 1.

The Union office and the Chief Shop Steward shall receive a copy, faxed and/or e-mailed, of all postings that are awarded.

This Letter of Understanding will only be renewed upon the mutual agreement of both parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

**Re: Recycle/Toter Duties**

It is understood by both parties that Recycle and Toter Drivers will be required to pick up blue boxes and bags and/or toters on their designated routes.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

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 Employer) 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

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

**Re: Route Committee/Incentive Pay**

The parties agree that a Route Committee shall be established.

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 the bargaining unit (the driver in the line of business and the Chief shop steward or his designate), and up to two (2) representatives from Management. No employee will suffer any loss of pay while serving on such committee.
2. It is intended that all Incentive routes for drivers shall be 3 x 12 hour shifts, 4 x 10 hours shifts or 5 x 8 hour shifts in accordance with Article 5.01. Initial postings will have a truck assignment. The Employer reserves the right to change truck assignments based on bona fide business reasons.
3. Start times will be subject to the by-laws of the municipalities in which the route is situated and shall be the latest start time allowed for the route. Where an employee wishes to commence work prior to the agreed to start times, the Driver must contact Dispatch or the Route Manager in advance, on a daily basis and receive approval for the next day's route start time. Approval of start time requests shall not be unreasonably withheld.
4. Posted employees on Incentive routes shall be required to complete their accepted routes. No employee on an Incentive route shall receive less than his/her regular classification rate of pay while on an Incentive route. An employee who completes his/her accepted route shall be guaranteed no less than a full day's pay based on the hourly rate times the employee's posted shift (daily rate) or the employee's incentive rate of pay, whichever is the greater. Employees may be required to do additional work upon completion of their route provided that the available work can be completed within the employees scheduled work shift.
5. Within four (4) weeks of the acceptance of a route, at the request of the affected employee, the route committee shall meet with the affected employee for the purpose of reviewing and if necessary adjust the accepted route. Every employee shall be required to complete in full their pay rate calculation work sheet.
6. The Employer shall continue to be responsible for the payment of all premiums in accordance with Article 6.07 based on the assigned routes, types of equipment, and hours of the shift and days of the week.

7. The Employer shall continue to be responsible for the remittance of the appropriate Pension Plan contributions based on Article 19.01.
8. 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 hour.
9. A front load driver who, in addition to completing their assigned Incentive route assists another driver when authorized to do so, or is requested by dispatch to pick up additional calls, shall receive 1.5 times the regular incentive rate for the yardage picked up under these circumstances.
10. A recycle driver who, in addition to completing their assigned Incentive route, assists another driver when authorized to do so, or is requested by dispatch to pick up additional calls, shall receive the appropriate hourly rate of pay (overtime when working in excess of the employees regular shift) for all hours worked or the incentive rate, whichever is the greater.
11. Work accomplished on statutory holidays, days off and/or an employee's scheduled vacation time shall be paid at the appropriate overtime rate times the hourly rate or the regular incentive rate, whichever is greater.

An employee's statutory holiday pay shall be an amount equivalent to the amount the employee would have regularly earned on the day.

12. The Committee shall plan to meet on a monthly basis, during regular working hours, where an issue is brought forward. 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. All issues forwarded at any time to the Route Committee shall be dealt with as soon as possible but at no time shall an employee wait more than seven (7) days, following a Route Committee meeting, for an answer or an action plan to deal with the issue he has forwarded.
13. The Committee shall be empowered to deal with all matters relating to routes, equipment and incentive pay.
14. 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.
15. 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.
18. It is agreed that all job/route postings will be bid by seniority. All job/route postings shall indicate whether the job/route posting is either incentive or hourly. All Incentive job/route

postings shall have the entire week's route sheets attached. It is agreed that for Recycle Incentive job/route postings the senior employee shall be allowed to bid the entire weeks route based on an employee's right to select, at the time of the award of the job/route posting, which daily area route sheet they will accept to form part of the entire job/route posting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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: Partial Postings (“Postings”)**

The Parties agree to the following, that:

1. One, two, or three day “postings” for Driving, Swamping and Shop positions shall be allowed.
2. These “postings” shall include the classification, the start time of the shift, the hours of the shift and the days of the week. The shift is defined as a ten (10) hour shift.
3. The employee who bids and accepts this “posting” shall, upon reporting for work, be guaranteed his shift at the classified rate of pay, subject to Article 3.06. It is understood that where an employee’s equipment breaks down he may be assigned other duties to qualify for the full shift guarantee.
4. These “postings” shall be awarded by seniority 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 a Spare employee is awarded a “posting(s)” the employee’s minimum number of days available, as referenced in Article 5.05, shall be reduced by a like amount.
8. Where any combination of these “postings” qualify as a continuing vacancy as referenced in Article 15.01, the Employer agrees to post the job vacancy in accordance with the Collective Agreement.
9. Where there is a reduction and/or creation of a job vacancy, the affected employee who holds the “posting” shall receive seven (7) 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, skill 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.

10. A partially posted employee may not exercise his seniority rights to bump a posted employee as referenced in Article 15, in the event of lay-off.
11. It is understood and agreed by the Parties that these "postings" shall not be included in the ratio referenced in Letter of Understanding #1.
12. The Union office and the Chief Shop Steward shall receive a copy, faxed and/or e-mailed, of all postings that are awarded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

cope378