

COLLECTIVE AGREEMENT

BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

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

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

April 1, 2012 to March 31, 2017

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BY AND BETWEEN:

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AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

### **ARTICLE 1: PURPOSE**

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

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

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

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

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

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

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

employee. However, this clause shall not deprive the employee of the right to exercise a grievance procedure as outlined in this Agreement.

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

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

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

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

- 4.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, shall become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 4.02 The Employer shall hand each new employee a Union membership card and dues deduction card. The employee shall complete said cards and return them to the Employer. The Employer shall submit the Union membership card to the Union, and shall retain the dues deduction card on the employee's file.

4.03 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions.

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

4.04 Upon receiving one (1) months' notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.

4.05 The Employer shall submit a check-off list containing the locations, names, and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.

4.06 Every motor vehicle and every piece of equipment, whether owned by the Employer or leased by the Employer under the jurisdiction of the Union, shall be operated and maintained by a member of the Bargaining Unit who has the qualifications, skill and ability to perform the work.

4.07 Management shall only operate equipment and/or work with tools in the case of an emergency and/or where a member of the bargaining unit refuses to cross a picket line. An emergency shall only be for the safety of man and/or equipment. Management may use tools or operate equipment for instructional or evaluation purposes or when Union help is not available.

4.08 In the event of a sale of a majority of the operations of the Employer, it shall be a condition of such sale that the purchaser shall assume the Collective Agreement as entered into by the International Union of Operating Engineers Local 115 and the Employer and that the employees shall retain their seniority in accordance with the Collective Agreement.

4.09 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.

4.10 There shall be no sub-contracting out of the bargaining unit's work without the written permission of the Union except where there is a lack of shop equipment and except where the Employer has a lack of local maintenance.

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

5.01 The standard working shift for all posted employees shall be:

- (a) Eight (8) hours work within eight and one-half (8-1/2) consecutive hours and shall be worked in five (5) posted consecutive days of the week, or

- (b) Ten (10) hours work within ten and one-half (10-1/2) consecutive hours and shall be worked in four (4) posted days of the week with a minimum of two (2) consecutive days off.

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

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

### 5.03 SPARE EMPLOYEE:

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

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

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

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

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

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

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

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

- 5.04 Employees who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.
- 5.05 All employees are entitled to two (2) fifteen (15) minute coffee breaks per shift, which may be combined and it is understood that these breaks must not be taken during the first or last hour of an employee's shift.
- 5.06 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.
- 5.07 A schedule shall be posted on the Bulletin Board on the Employer's premises. This schedule shall contain the name of each posted employee, his starting times and his days off each week.
- 5.08 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.
- 5.09 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- 5.10 For posted employees, the work week shall start on the first scheduled day of their week.  
  
For spare employees, the week shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday
- 5.11 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.
- 5.12 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.

- 5.13 When an employee who is regularly scheduled to work forty (40) hours in a work week finds that, as a result of shift changes caused by lay-off and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

Such arrangement shall be by mutual consent and in writing.

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

5.15 SHIFTS:

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 5:00 a.m. and 11:59 a.m.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 noon and 8:59 p.m.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 9:00 p.m. and 4:59 a.m.

- 5.16 All spare employees shall receive training in all lines of business as the need arises. If a spare employee suffers a loss of income and/or hours as a result of a lack of training in a particular line of business, that spare employee will be trained in that line of business.
- 5.17 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.

## **ARTICLE 6: OVERTIME RATES /PREMIUM RATES/ OVERTIME BANK**

### 6.01 OVERTIME

#### POSTED EMPLOYEES:

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

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

- (b) For all posted employees whose posted work week consists of four (4) days, all hours worked in excess of their posted shift and/or on the fifth (5th) day of the



week shall be paid at one and one-half (1-1/2) times the classification incentive rate of pay or be paid at one and one-half (1-1/2) times their classification hourly rate of pay, whichever is greater.

For all hours worked on the sixth and seventh (6th and 7th) day of the work week, the employee shall be paid at two times (2X) the classification incentive rate of pay or be paid two times (2X) their classification hourly rate of pay, whichever is greater.

- (c) Employees who have achieved Incentive pay and have completed their 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.

No employee who has achieved Incentive pay and completed their route, shall be required to do any additional work subject to Article 6.04.

Employees who achieve incentive pay and are requested and accept any additional work, shall be paid their classified hourly rate of pay for all work performed in addition to their completed route.

#### 6.02 SPARE EMPLOYEES:

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

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

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

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

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

- 6.05 Subject to Article 15.09, all overtime shall be in accordance with this Collective Agreement. All overtime, including call out shall be allocated on a seniority basis, subject to the Employer's right to use the lowest premium rate available.

#### 6.06 PREMIUM RATES:

Employees shall be paid the following premiums:

- (a) For all hours worked on the second (2nd) shift of the day with an additional fifty cents (\$.50) per hour to be paid.
- (b) For all hours worked on the third (3rd) shift of the day an additional one dollar (\$1.00) per hour to be paid.
- (c) For all hours worked on Saturday and Sunday the employee shall receive an additional fifty cents (\$.50) per hour.
- (d) The driver of a truck with a trailer attached shall be paid an additional two dollars (\$2.00) per hour.
- (e) Drivers shall be paid an additional two dollars (\$2.00) per hour while conducting training.
- (f) an employee selected to provide first aid coverage will be paid an allowance of fifty cents (\$0.50) per hour in addition to his/her classification.
- (g) Leadhand – shall be paid two dollars (\$2.00) per hour above the employee's rate of pay.
- (h) Mechanics possessing both a Commercial Vehicle Inspection Certificate and a Class 3 Driver's License will receive an additional two dollars (\$2.00) per hour.
- (i) The above premiums shall be paid for all hours worked including overtime hours, however, the premium rate shall not be included in the calculation of the overtime rate, but shall be added on top of the overtime rate. Premiums shall also be paid for non-worked General Holidays.

#### 6.07 Overtime Bank

Effective July 1<sup>st</sup>, 2012, 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 second 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 **SEASONAL EMPLOYEES:** A seasonal employee shall be an employee who may be regularly scheduled to work during the period of April 1st through September 30th in any year. Such an employee shall not have rights of seniority nor shall they receive any Benefits as identified in Article 18 Health and Welfare and Article 19, Pension Plan. Seasonal employees will not be subject to Article 7.14 and shall receive the rate of pay applicable to the classification of work performed. Such an employee shall have the term Seasonal indicated and dated on the application for employment and the date employment commenced. An employee requesting to work past the September 30th period shall not be employed in this condition of Seasonal longer than October 7th of that year.
- 7.02 **SPARE DRIVER/EMPLOYEE:** is an employee who is required to replace any driver/employee.
- 7.03 **DRIVERS:** include roll-off, front load, hiab, residential, recycle, container delivery, fork truck and shall be employees whose duties include the operating and driving of a truck and who are in possession of an appropriate driver's license issued under the Motor Vehicle Act of B.C.
- 7.04 **UTILITY MAN:** is an employee who is primarily directed by the Dispatch office. His duties shall be to drive service vehicles and general duties, as directed by the Dispatch office.
- 7.05 **MECHANIC:** is an employee who possesses a Journeyman Mechanic Certificate (T.Q.) and possesses the skill and ability to repair and maintain trucks and other mechanical equipment.
- 7.06 **APPRENTICE:** is an employee who shall be "indentured" under the Apprenticeship Plan of B. C. and works under the direction of a qualified tradesman.
- 7.07 **WELDER:** is an employee who possesses a B.C. Welding Ticket and whose duties include welding and fabricating.
- 7.08 **DRIVER SUPERVISOR:** is a truck driver who has supervisory responsibilities relative to the maintenance of customer accounts, service scheduling, maintenance and security of Company facilities and equipment at satellite operations.
- 7.09 **SORTER:** is an employee who sorts recyclable materials processed at the Company's recycling plant.
- 7.10 **LEADHAND:** is an employee who shall assist the manager in carrying out his duties. The leadhand shall not take disciplinary action against an employee. It is recognized that the leadhand shall have to answer to the manager for any deficiencies in work load completion. It is agreed and understood that in locations where there is no manager on

site, a Leadhand may be required to “hand” a disciplinary letter to an employee where the Route Manger or District manager is only available by phone.

- 7.11 RECYCLE DEPOT ATTENDANT: is an employee who performs all duties consistent with the operation of a public drop off depot. Duties may include sorting of material and general clean up.
- 7.12 (a) CONTAINER MAINTENANCE: is an employee responsible for repairing and maintaining containers. Job duties include welding, painting and washing, as well as associated duties. Trade qualification in welding is not required, although skill and ability in basic welding and cutting is required.
- (b) The following employees will be "red circled" at the wage rate of Welder (certified) plus any negotiated increases so long as they work in the classification of Welder (certified) or Container Maintenance. In the event they leave their posting, they will be paid at the rate of their new posting. Should they return to the position of Welder (certified) at some point in the future, they shall return to their original rate of pay plus any negotiated increases.
- 7.13 TRANSFER STATION ATTENDANT: is an employee who maintains all facets of the transfer station operations and customer service at the site and may be required to operate a piece of equipment. Employees who are required to operate a piece of equipment at their site and are required to be “certified” shall be required to possess a valid “certificate” from a recognized Training Program in the Province of BC and be in possession of an appropriate driver’s license as issued under the Motor vehicle Act of B.C. The Employer shall be responsible for all training required to achieve and retain the “certificate”.
- 7.14 Probationary Employees as defined in Article 11.01 or a trainee as referenced in Article 6.06(e) , shall receive the rate of pay in which they are working, less one dollar (\$1.00) per hour.
- 7.15 It is understood that the above descriptions are general in nature because it would be impossible to list all situations which might arise during the work day.

## **ARTICLE 8: WAGE RATES**

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

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

An Apprentice's wages shall be based on the journeyman rate of pay as contained in this collective agreement and the calculation shall be in accordance with the Apprenticeship Act of BC.

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

**ARTICLE 9: GENERAL HOLIDAYS**

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

NEW YEAR'S DAY	LABOUR DAY	FAMILY DAY
GOOD FRIDAY	THANKSGIVING DAY	
VICTORIA DAY	REMEMBRANCE DAY	
CANADA DAY	CHRISTMAS DAY	
B. C. DAY	BOXING DAY	

And all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

- 9.02 Employees who have established seniority in accordance with Article 11 and who have worked the last working shift scheduled by the Employer within seven (7) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within seven (7) days following the General or Proclaimed

Holiday, shall receive their regular day's wages for such holiday, and be entitled to take the day off. It is agreed and understood that a regular day's wages shall be defined as:

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

For all other employees – An employee shall be paid for his regular daily shift identified as being either eight (8) or ten (10) hours at the employee's regular hourly rate of pay.

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

Drivers who are scheduled to work under this article shall receive a regular day's wages. Upon request, an employee shall be allowed to take another day off in lieu, at a mutually agreeable time, prior to the next Vacation Year. This day must be scheduled in advance and the Employer shall respond to such requests within three (3) business days.

- 9.04 Where an employee works a General or Proclaimed Holiday or a General or Proclaimed Holiday falls on an employee's regular day off, the employee shall receive a regular day's wages. Upon request, an employee shall be allowed to take another day off in lieu, at a mutually agreeable time, prior to the next Vacation Year. This day must be scheduled in advance and the Employer shall respond to such requests within three (3) business days.

- 9.05 In the event that a General and/or Proclaimed holiday falls during an employee's annual vacation, he shall receive another regular day's wages. Upon request, an employee shall receive his first scheduled work day/days following his annual vacation as additional an day/days off or be allowed to take another day off in lieu, at a mutually agreeable time, prior to the next Vacation Year. This day must be scheduled in advance and the Employer shall respond to such requests within three (3) business days.

## **ARTICLE 10: ANNUAL VACATIONS**

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

- 10.01 Vacation year – Shall be defined as the period of January 1st to December 31st
- 10.02 On January 1st of each year the Company shall give an employee an annual vacation based on the following entitlement.
- (a) Employees who have not completed one (1) year's employment on January 1st of any year shall have their vacation and vacation pay based on four percent (4%) pro-rated accordingly. An employee who has completed six (6) months of employment prior to January 1st of any year may take one (1) weeks' vacation with pay based on four percent (4%) of the employee's earnings.
  - (b) Employees who have completed one (1) year of service on their anniversary date of hire in any year shall receive and take a vacation of two (2) weeks with pay

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

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

Employees may request in writing, any accrued vacation pay in excess of one thousand dollars (\$1000.00) up to two (2) times per calendar year. Any such request must be made not less than two (2) weeks prior to the desired pay date and be shall paid by separate cheque.

The percentage calculation shall be made after the last pay period of each vacation year and any outstanding vacation pay shall be paid out, by separate cheque, in the second pay period of the new vacation year.

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

10.04 On or about 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) and preference in accordance with Article 9.05 where applicable. 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 of 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>.

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

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

Where the parties agree that, because of the size of the bargaining unit, the reference in the previous paragraph to the Employer allowing a minimum of two (2) driver classification employees off at any one time would cause an undue hardship on the Employer it shall be agreed and understood the following language shall be relied upon; "During prime time vacation the Employer shall allow off a minimum of one (1) Driving employee at any time", by Seniority.

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

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

## **ARTICLE 11: SENIORITY**

- 11.01 (a) All new employees shall serve a probationary period of sixty (60) worked days. A probationary employee may be dismissed at any time during this period, at the employer's discretion. The Employer will notify the Union of the dismissal.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period"; however, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.



- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force.
- 11.02 Seniority lists shall be posted by the Employer on the bulletin board, quarterly, showing the seniority of each employee up to his last working day of the completed quarter. The seniority list shall also indicate the posting held by each employee. The Union shall also be supplied with a seniority list.
- 11.03 In the event of lay-off due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, subject to qualifications, skill and ability. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Laid off employees shall remain on the seniority list and shall be recalled in accordance with Article 11.04. Lay-off shall not be used for discipline or discharge purposes.
- 11.04 When vacancies occur, the Employer shall rehire/recall laid off employees according to their seniority with the Employer, beginning with the most senior employee with the qualifications, skill and ability and proceeding in turn thereafter.
- 11.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued.
- 11.06 An employee who has not been recalled and whose lay-off exceeds one (1) calendar year shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing to him and he shall be supplied with a Record of Employment (if not done previously).
- 11.07 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 11.08 Seniority shall continue when an employee is off work due to an injury received on the job.
- 11.09 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers Compensation Board. Where the employee is advised by the doctor and/or Workers Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.
- 11.10 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.

- 11.11 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work within thirty-six (36) hours of said employee receiving notification. Failure to comply may result in loss of seniority and termination.
- 11.12 Employees returning to work after an absence and/or illness of three (3) days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer, a doctor's note completed by a licensed medical practitioner establishing that the employee is fit for work.
- 11.13 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

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 #3 shall immediately inform the Employer and identify the reasons for the loss of qualifications. An employee who does not immediately inform the Employer of the loss of his qualifications and the reasons for the loss of the qualifications shall be subject to discipline, up to and including discharge. The employee shall be placed according to seniority on the spare employees list.

Employees who have lost their qualifications due to medical reasons may be required to provide a medical certificate before the employee can return to work as a Spare employee.

Employees shall not avail themselves of this provision more than two (2) times in a rolling five (5) year period, subject to the Company's duty to accommodate. Any employee who does so may be subject to discipline up to and including discharge.

- 11.15 Where the Union and the Employer agree to an employee working for a "trial period" in a "Management" position, the following criteria shall be met, prior to the initiation date of the trial period:
- (a) The employee's seniority shall continue to accrue from the initiation date of the trial period and his vacant position shall be posted. If he returns to the bargaining unit prior to one hundred and twenty (120) calendar days, he shall return by seniority.
  - (b) The trial period shall not exceed one hundred and twenty (120) calendar days.

- (c) Should the employee return to the bargaining unit after one hundred and twenty (120) calendar days, the employee shall be considered a new employee with no seniority rights.
- (d) The Employer and the Union shall exchange letters of acknowledgment of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at the time of commencement of the trial period.
- (e) The Union shall be given fourteen (14) days' notice, in writing, of the employee's return to the bargaining unit or promotion to management.

#### 11.16 LEAVE OF ABSENCE:

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

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

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

#### 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, to a maximum of three (3) days, providing such time is on his regularly scheduled work day and/or days. The employee shall assign all monies received by him for such duties to the Employer except travel expenses and meal allowance not paid for by the Employer.

### **ARTICLE 12: GENERAL**

- 12.01 There shall be no discrimination against any employee for being an officer, Shop Steward or Committee person of the Union.

- 12.02 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Steward shall advise their immediate supervisor when requiring time to carry out his duties. The Union agrees to notify the Employer, in writing, of the name of each Shop Steward, in each department.
- 12.03 The Employer shall allow time off work, with one-half (1/2) pay, to any employee who is serving on a Union committee for the purpose of discussions with the Employer. This Article shall only apply for negotiations and shall be limited to one (1) employee per division, subject to the operational requirements of the Employer.
- 12.04 The Employer shall allow time off work, without pay, to any person who is serving as a Union Delegate to any Conference or Function, provided all requests for time off are reasonable and do not interfere with the proper operations of the Employer. There shall be no more than one (1) employee, for such Conference or Function, off at any one (1) time.
- 12.05 Union notice boards shall be provided for Shop personnel and the Driver/Swamper personnel. Such boards are to be used for notices pertaining to the Union employees only.
- 12.06 Representatives of the Union, after notifying the Employer, shall have access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement, without interruption of the Employer's operation.
- 12.07 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the Employer inconsistent with or in variance with the terms of this Agreement.
- 12.08 The Employer shall supply uniforms and gloves to driving employees. Once per year, an employee shall elect to receive one of the following Uniform options:
- 1) four (4) pairs of pants, four (4) short sleeve shirts or four (4) T-shirts, or
  - 2) three (3) pairs of coveralls and five (5) t-shirts, or,
  - 3) two (2) pairs of pants, two (2) pairs of shorts, two (2) short sleeve shirts and three (3) t-shirts.

Two jacket options appropriate for the locations' weather conditions shall be issued every two years.

Uniforms shall be replaced every year and up to one (1) additional time per year on an as needed basis. Driving employees will wear, launder and reasonably maintain their uniform.

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

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

- 12.10 Where any question arises as to special clothing for any unusual work condition, or wet gear and rubber footwear, the Employer shall make such clothing or gear available as the situation warrants.
- 12.11 **BOOT ALLOWANCE:** Employees required to wear safety boots shall receive two hundred and seventy-five dollars (\$275.00) per year upon presentation of receipts to the Company.
- 12.12 **TOOL INSURANCE:** The Company will assume responsibility for the replacement of tool boxes and their contents on Company premises belonging to the employees in the event such tool boxes and/or their contents become stolen, damaged or lost by fire and/or water or if all or part of a tool box is lost by theft.

The 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/or digital photographs and an 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 and apprentices shall receive a tool allowance (from the Employer) of seven hundred and fifty dollars (\$750.00)
- (b) All welders shall receive a tool allowance (from the Employer) of three hundred and fifty dollars (\$350.00)
- (c) The above employees shall be employed for one (1) year before being entitled to such allowance. To be eligible the employee shall submit a supplier or store invoice to the Employer prior to October 1st of each year and the Employer shall reimburse the employee upon receipt of the invoice.

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

Reasons for immediate discharge of an employee include the following:

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

- 13.08 The Employer shall submit reasons for termination and/or suspension of an employee in writing to the Union.
- 13.09 Where an employee is suspended for disciplinary action, said suspension shall not be considered a layoff.
- 13.10 The employee suspended shall continue to accumulate seniority.
- 13.11 Failure to comply with Article 14.04.
- 13.12 Where an employee fails to follow a bona-fide directive issued by management, an employee may be subject to discipline.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.08 GENERAL, PROCLAIMED HOLIDAYS AND/OR OVERTIME POSTINGS:

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

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

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

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

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

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

- (a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
- (b) The employee's department head, the employee and the shop steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the District Manager.
- (c) The Divisional Manager, or his designate in the event that he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the District Manager, it shall be deemed that the grievance procedure has been exhausted.
- (d) Either Party must refer the matter to arbitration within thirty (30) days, failing which the grievance will have been 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 Such arbitrator must agree to the terms and conditions of the following "Arbitrator's Agreement":

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

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

#### **ARTICLE 17: SAFETY**

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

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

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

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

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

17.06 Where an employee is required to wear Prescription Safety Glasses, the Employer shall be responsible for the costs of such eyewear for up to four hundred (\$400.00) dollars in

any twenty-four (24) month period which shall be supplied by, or ordered from, a Company approved vendor. It is understood that the Prescription safety Glasses referenced herein would not be charged against an employee's vision care benefits as contained in Schedule "A".

## ARTICLE 18: HEALTH AND WELFARE

### 18.01 B. C. MEDICAL:

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

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

The Health and Welfare Plan as listed below shall be in full force and effect up to and including December 31<sup>st</sup> 2012.

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.

<u>Medical Benefit</u>	As defined by BC Medical Services Plan.	
<u>Dental Benefit</u>	0 deductible	
<u>Reimbursement</u>	Basic	100%
	Major restorative	50% (80% Dentures)
	Crowns & Bridges	50%
	Orthodontic	50%
	Fee schedule	Current BC Guide

#### Short Term Disability Plan:

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

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

#### Long Term Disability:

Mandatory participation

Qualifying period: 26 weeks

Employee paid premium

Non-Taxable Benefit

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

Maximum benefit period to age 65.

2 years own occupation, thereafter all occupations.

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

Primary Paramedical Maximums

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

Nursing Services: 30 days per calendar year

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

Group Life:

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

ON JANUARY 1<sup>ST</sup> OF 2013, THE HEALTH AND WELFARE PLAN AS LISTED BELOW SHALL  
BECOME EFFECTIVE

Eligibility: Minimum 30 hours per week. First day following 3 months of continuous employment.

Medical Benefit As defined by BC Medical Services Plan.

Dental Benefit Base: \$25 Single/ \$50 Family Annual Deductible  
Buy-up: \$0 Annual Deductible

Reimbursement

Diagnostic & Preventative:	Base: 100%	Buy-up: 100%
Basic	Base: 50%	Buy-up: 80%
Major restorative	Base: 50%	Buy-up: 50%
Crowns & Bridges	50%	
Orthodontic	50%	

Fee schedule Current BC Guide

Short Term Disability Plan

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

(a) Payable at 66.67% of employee weekly earnings.

Maximum: Base - Prevailing EI Maximum  
Buy-up - Unlimited

(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.

Long Term Disability:

Mandatory participation

Qualifying period: 26 weeks

Employee paid premium

Taxable and Non-taxable Options

Base: 50% of earnings Buy-up: 66 2/3% of earnings

Maximum: Base - \$2000/month maximum Buy-up - \$12,000/month maximum

Maximum benefit period to age 65, retirement or termination of employment.

2 years own occupation, thereafter any reasonable occupation.

Extended Health Base: \$25 Single/ \$50 Family Annual Deductible  
Buy-up: \$0 Annual Deductible

Reimbursement:

Health	Base – 80%	Buy-up – 100%
Hospital	Base – 80%	Buy-up – 100%
Drugs	Base – 80%	Buy-up – 100%
Vision	Base – 80%	Buy-up – 100%

OOC Emergency    Base – 80%    Buy-up – 100%

Maximum allowable coverage:    Unlimited

Drug reimbursement    when prescribed by a Physician or Dentist and dispensed by a Pharmacist, Physician or Dentist.

Drug card provided

#### Primary Paramedical Maximums

Psychologist	\$300.00/year
Chiropractor	\$300.00/year plus \$35 for X-ray
Naturopath	\$300.00/year
Acupuncturist	\$300.00/year
Physiotherapist	\$300.00/year
Massage Therapist	\$300.00/year
Podiatrist	\$300.00/year
Speech Therapist	\$300.00/year
Hearing Aids	No maximums
Orthopedic Shoes	Limited to the excess over the cost of ordinary shoes if custom built, or modifications to ordinary shoes

Nursing Services:    \$25,000 every three years

Vision Care:    Included in Extended Health Deductible  
Maximum coverage allowed: \$250.00/person in any 24 months.

#### Basic Life:

Base: \$25,000 coverage Buy-up: 1X's annual earnings; terminates on earlier of age 65, retirement or termination of employment.

Accidental Death and Dismemberment: Matches Basic Life; terminates on earlier of age 65, retirement or termination of employment.

Optional Life: Units of \$25,000 up to a maximum of \$250,000 terminates on earlier of age 65, retirement or termination of employment.

Optional Spousal & child Life: Units of \$25,000 up to a maximum of \$250,000 for spouse; Choice of \$5,000 or \$10,000 for child; terminates on earlier of spouse's age of 65, retirement or termination of employment.

Optional Accidental Death and Dismemberment: Units of \$25,000 up to a maximum of \$250,000; terminates on earlier of age 65, retirement or termination of employment

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

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

- 19.01 (a) Effective April 1<sup>st</sup> 2012, the Employer shall contribute two hundred and fifty (\$250.00) dollars per month on behalf of each non probationary employee within the bargaining unit, within this Collective Agreement, to the Operating Engineers Pension Plan.
- (b) Effective April 1<sup>st</sup> 2013, the Employer shall contribute two hundred and seventy-five (\$275.00) dollars per month on behalf of non probationary each employee within the bargaining unit, within this Collective Agreement, to the Operating Engineers Pension Plan.
- (c) Effective April 1<sup>st</sup> 2014, the Employer shall contribute three hundred (\$300.00) dollars per month on behalf of each non probationary employee within the bargaining unit, within this Collective Agreement, to the Operating Engineers Pension Plan.
- (d) Effective April 1<sup>st</sup> 2015, the Employer shall contribute three hundred and ten (\$310.00) dollars per month on behalf of each non probationary employee within the bargaining unit, within this Collective Agreement, to the Operating Engineers Pension Plan.
- (e) Effective April 1<sup>st</sup> 2016, the Employer shall contribute three hundred and twenty-five (\$325.00) dollars per month on behalf of each non probationary employee within the bargaining unit, within this Collective Agreement, to the Operating Engineers Pension Plan.

For the purposes of this Article, hours worked shall include actual hours worked, vacation time, General Holidays, bereavement leave, jury duty leave and all other leaves as referenced under the BC Employment Standards Act.

The employer shall contribute one-half of the above amount on behalf of each non probationary employee who is actively at work but works fewer than one hundred(100) hours per month.

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

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

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

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

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

20.01 This Agreement shall become effective as of the first (1st) day of April, 2012 and shall remain in full force and effect until the thirty-first (31st) day of March, 2017 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, 2017 or the thirty-first (31st) day of March in any year thereafter.

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

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

20.04 STRIKES AND LOCKOUTS:

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

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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

		April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Mechanic		\$29.73	\$30.23	\$30.91	\$31.62	\$32.38	\$33.19
Front-End	Hourly Piece Work	22.37 .483	22.87 .483	23.38 .494	23.92 .505	24.49 .517	25.10 .53
Roll-off	Hourly Piece Work	22.37 26.57	22.87 26.57	23.38 27.17	23.92 27.79	24.49 28.46	25.10 29.17
Residential	Hourly Piece Work	19.48 194.80	19.98 199.80	20.43 204.30	20.90 209.00	21.40 214.00	21.94 219.40
Welder (Certified)		21.82	22.32	22.82	23.34	23.90	24.50
Recycle		19.48	19.98	20.43	20.90	21.40	21.94
Container Delivery		18.80	19.30	19.73	20.18	20.66	21.18
Mechanics Helper		18.36	18.86	19.28	19.72	20.19	20.69
M.R.F. Operator		18.10	18.60	19.02	19.46	19.93	20.43
Container Repair		17.99	18.49	18.91	19.34	19.80	20.30
Tireman		17.76	18.26	18.67	19.10	19.56	20.05
Truck Washer		16.17	16.67	17.05	17.44	17.86	18.31
Recycle Sorter		15.12	15.62	15.97	16.34	16.73	17.15
Utilityman		14.23	14.73	15.06	15.41	15.78	16.17

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

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



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

	April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Front End Driver	\$22.90	\$23.40	\$23.93	\$24.48	\$25.07	\$25.70
Roll-Off Driver	22.72	23.22	23.74	24.29	24.87	25.49
Residential Driver	20.62	21.12	21.60	22.10	22.63	23.20

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Seasonal shall be paid rate of classification.

1. The Company agrees to maintain all work currently performed by the Bargaining Unit within the attached North/South Peace River geographical boundaries, as discussed in collective bargaining.
2. For all employees working at and from the locations listed will be paid a subsidy as follows;
  - April 1<sup>st</sup> 2012 - Two hundred dollars (\$210.00) per week on their regular scheduled pay.
  - April 1<sup>st</sup> 2013 - Two hundred and twenty dollars (\$220.00) per week on their regular scheduled pay.
  - April 1<sup>st</sup> 2014 - Two hundred and thirty dollars (\$230.00) per week on their regular scheduled pay.
  - April 1<sup>st</sup> 2015 - Two hundred and forty dollars (\$240.00) per week on their regular scheduled pay.
  - April 1<sup>st</sup> 2016 - Two hundred and fifty dollars (\$250.00) per week on their regular scheduled pay.
3. The Company shall have the right to implement an incentive rate for residential.
4. Where the Company requires employees to work "out of town", all such opportunities shall be offered in order of seniority to qualified employees. Where there is any question as to the safety of the Driver due to the remoteness of the out of town opportunity, the Company shall provide a communication device capable of sending and receiving tracking messages. The Company may arrange for direct bill hotel accommodation and shall reimburse employees for expenses incurred within thirty (30) calendar days of employees submitting appropriate receipts.

All time spent driving or riding in a motor vehicle to and from a job other than at the employee's normal work place shall be considered as time worked. If an employee reports to a job outside his normal work place and through no fault of his own is unable to work he shall immediately contact the Company for instructions.

Nevertheless, while being required to stand by the job, he shall be paid for his regular shift (eight [8] hours or ten [10] hours maximum) in each twenty-four (24) hour period. Where an employee is required to lay over for a calendar day or more, he shall be paid for his regular shift (eight [8] hours or ten [10] hours maximum) for each such day and he shall be paid at straight time rates.

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

		April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Mechanic		\$29.73	\$30.23	\$30.91	\$31.62	\$32.38	\$33.19
Front-End	Hourly	22.77	23.27	23.79	24.34	24.92	25.54
	Piece Work	.460	.460	.470	.481	.493	.505
Roll-off	Hourly	22.77	23.27	23.79	24.34	24.92	25.54
	Piece Work	26.53	26.53	27.13	27.75	28.42	29.13
Residential	Hourly	18.68	19.18	19.61	20.06	20.54	21.05
	Piece Work	.229	.229	.234	.239	.245	.251
Container Delivery		18.68	19.18	19.61	20.06	20.54	21.05
Transfer Station Attendant		19.02	19.52	19.96	20.42	20.91	21.43
Recycle Sorter		15.25	15.75	16.10	16.47	16.87	17.29
Utilityman		14.18	14.68	15.01	15.36	15.73	16.12

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

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

	April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Mechanic	\$29.62	\$30.12	\$30.80	\$31.51	\$32.27	\$33.08
Front-End	22.46	22.96	23.48	24.02	24.60	25.22
Roll-off	22.46	22.96	23.48	24.02	24.60	25.22
Residential	19.76	20.26	20.72	21.20	21.71	22.25
Container Delivery	18.80	19.30	19.73	20.18	20.66	21.18
M.R.F. Operator	18.00	18.50	18.92	19.36	19.82	20.32
Container Maintenance	17.85	18.35	18.76	19.19	19.65	20.14
Recycle Sorter	15.19	15.69	16.04	16.41	16.80	17.22
Utilityman	14.85	15.35	15.70	16.06	16.45	16.86

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The Union agrees that the Company can continue the contracting out of mechanical work. However, if this work continues on a regular and ongoing basis at forty (40) hours per week, the parties will meet to discuss the matter.
2. Any container maintenance employee who obtains a valid Journeyman Welder Certification (TQ) will automatically move to "Welder (Certified)" classification and rate of pay as set out in the Kelowna Appendix (A).

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

		April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Mechanic		\$29.73	\$30.23	\$30.91	\$31.62	\$32.38	\$33.19
Front-End	Hourly	22.07	22.57	23.08	23.61	24.18	24.78
	Piece Work	.483	.483	.494	.505	.517	.53
Roll-off	Hourly	22.07	22.57	23.08	23.61	24.18	24.78
	Piece Work	26.57	26.57	27.18	27.81	28.48	29.19
Welder		21.06	21.56	22.05	22.56	23.10	23.68
Residential Operator		18.94	19.44	19.88	20.34	20.83	21.35
M.R.F Operator		17.92	18.42	18.83	19.26	19.72	20.21
Recycle Driver		16.49	16.99	17.37	17.77	18.20	18.66
Utility Man		14.70	15.20	15.54	15.90	16.28	16.69
Recycle Sorter		14.14	14.64	14.97	15.31	15.68	16.07

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

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

		April 1, 2012	January 1, 2013	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016
Mechanic		\$29.73	\$30.23	\$30.91	\$31.62	\$32.38	\$33.19
Front-End	Hourly Piece Work	22.72 .479	23.22 .479	23.74 .49	24.29 .501	24.87 .513	25.49 .526
Roll-off	Hourly Piece Work	22.51 28.79	23.01 28.79	23.53 29.42	24.07 30.10	24.65 30.82	25.27 31.59
Welder		21.52	22.02	22.52	23.04	23.59	24.18
Residential		20.33	20.83	21.30	21.79	22.31	22.87
Hiab Driver		19.36	19.86	20.31	20.78	21.28	21.81
Container Repair		16.92	17.42	17.81	18.22	18.66	19.13
Utility Man		15.29	15.79	16.15	16.52	16.92	17.34
Recycle Sorter		14.14	14.64	14.97	15.31	15.68	16.07
Labourer		14.04	14.54	14.87	15.21	15.58	15.97

When ratified all employees will receive a one-time acceptance bonus of \$250.00

Apprentice: As covered by the Apprenticeship Act.

Seasonal: Shall be paid rate of classification.

1. The parties agree that where a maintenance employee is substituting for a driver who is on vacation, the Employer shall permit a second driver to be on vacation at the same time.
2. With respect to Article 12.08, the following sentence is added to the clause: "The employee may request a combination of coveralls and uniforms after completing their probationary period."
3. It is agreed by the parties that for the Terrace location the incumbents currently working in their regular positions will be deemed to be posted in those positions.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

**Re: Imposition of Disciplinary Measures**

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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

The parties agree to the following, that:

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA CORPORATION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

**Re: New Business**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA  
CORPORATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN:

WASTE MANAGEMENT OF CANADA CORPORATION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WASTE MANAGEMENT OF CANADA CORPORATION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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