

2015 – 2019

COLLECTIVE AGREEMENT

Between

CENTRAL CARIBOO DISPOSAL SERVICES (2001) Ltd.

(hereinafter called the “Company”)

- and -

UNITED STEELWORKERS LOCAL 1-425 (USW)

(hereinafter called the “Union”)



Duration: June 12, 2015 to June12, 2019

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Collective Agreement

Between

Central Cariboo Disposal Services (2001) Ltd

(hereinafter called the "Company" or "Employer")

Of the First Part

-and-

United Steelworkers Local 1-425 (USW)

(hereinafter called the "Union")

Of the Second Part

Preamble

The purpose of this Agreement is to secure for the Employer, the Union and the employees the full benefits of orderly, good faith collective bargaining binding on both parties and making the employees an integral part of the Employer's business.

A critical component of how this is achieved is through the recognition that the success and growth of the business depends on:

- the ingenuity, dedication, entrepreneurship and loyalty of the employees to render full and efficient service in the discharge of their obligations under this Agreement
- the profitability, effectiveness and efficiency of the company to operate successfully in an open and competitive marketplace.

Through the combination of these components both parties maximize their respective success.

Both the employees and the employer want to see Central Cariboo Disposal Services be the leader in the solid waste management sector.

In addition, we commit to a safe working environment.

This Agreement fixes upon the Employer the payment of wages and the observance of certain conditions of employment; it likewise fixes upon the employees the responsibility of rendering capable, thoughtful and competent services.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

The parties agree to encourage closer cooperation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between them.

Wherever a singular reference is used in this Agreement it shall be deemed to include the equivalent plural reference, or vice versa.

1. Recognition

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit comprised of employees at 100-5101 Frizzi Road, Williams Lake, B.C. , V2G 5M4 and 670 Sollows Road, 100 Mile House, B.C., except those excluded by the BC Labor Relations Code.
- 1.02 Management and/or other non-bargaining unit staff may conduct bargaining unit work as per past practice, provided it does not directly result in the lay-off of a regular employee.
- 1.03 All employees shall, upon being hired, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. Said employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after fifteen (15) days' written notice of same from the Union to the Employer
- 1.04 The Employer agrees to deduct initiation fees, assessments and dues from any employee's wages when the Employer receives signed authorization from the employee to do so. Such monies shall be paid to the Union, accompanied by a list in alphabetical order, of the employees for and on behalf of whom such deductions have been made. Said list and deductions to be sent by the Employer to the Union by the fifteenth (15th) day of the month following the month in which the deductions were made.
- 1.05 The Union shall have the right to appoint a shop steward at the operation and shall notify the Employer in writing of the appointment(s). The shop steward(s) will not absent him/herself from his/her work for any reason related to union business without prior management approval. Such approval will not be unreasonably withheld.

2. Employer's Rights

- 2.01 The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right to, manage the business and direct the workforce, organize the work, contract out work, hire, discipline, promote, demote, transfer, discharge, and suspend for just cause.
- 2.02 The employer's intention is:
 - to grow the company and to create jobs within the bargaining unit
 - to not contract out regular / permanent work
 - to convert to a co-mingled residual stream as soon as is possible

3. Discrimination

- 3.01 The Employer shall provide a work environment free from discrimination and harassment on the basis of race, color, ancestry, place or origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, as provided for in the B.C. Human Rights Code and associated regulation.

4. Employees

- 4.01 The Employer shall have all existing and new employees complete the required Union 'check off cards', which will be supplied by the Union.
- 4.02 For the purposes of this Agreement, "service" shall be the length of time a regular employee has been employed on a continuous basis dating from his/her original date of hire to present.

5. Job Categories

- 5.01 Job Categories
- employer will establish job categories for existing jobs
 - employer and employees to complete reviews of same
 - employer will establish interim rates for new job category, then establish permanent rate with committee
 - such rate to be effective and retroactive to the original start date of the job

6. Application of Seniority

- 6.01 Probationary Employees
- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until sixty (60) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
 - b) Probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.
 - c) Upon completion of sixty (60) days worked, they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) days worked shall only be cumulative within the three (3) calendar months following the date of entering employment.
- 6.02 Seniority
- a) The Company recognizes the principle of seniority, competency considered.
 - b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.

6.03 Promotions and Layoffs

- a) When making promotions, the Company considers skills, qualifications, and experiences. Where two candidates are otherwise equal, the Company agrees to give due consideration to length of service.
- b) In the event of a reduction of forces the last person hired shall be the first released, subject to the provisions of Section 6.02 of this Article.
- c) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job he/she may elect whether or not to apply his/her seniority to obtain a lower paid job or a job paying the same rate of pay or a job paying a higher rate of pay or accept a lay-off until his/her regular job becomes available, provided however:

If during the lay-off period the employee wishes to return to work and so notifies the Company, he/she shall be called back to work as soon as his/her seniority entitles him/her to a job.

The application of this provision shall not result in an employee, in the exercise of his/her rights, bumping an employee with less seniority.

6.04 Rehire

It is agreed that when employees are to be re-hired after a layoff, it shall be done on the basis of the last person released shall be the first person re-employed, subject to provisions of Section 6.02

6.05 Seniority Retention

It is agreed between the Parties that seniority during lay-offs shall be retained on the following basis:

- a) Employees with less than one (1) years' service will retain their seniority for a period of eight (8) months.
- b) Effective June 12, 2011, employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months for a maximum period of twenty-four (24) months.
- c) A laid-off employee's seniority retention as provided for in a) and b) above will be re-instated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

7. Hours of Work and Overtime

7.01 Hours of Work

- a) The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, Sunday through Saturday; in such cases overtime is paid for hours worked in excess of eight (8) in a day or forty (40) in a week.
- b) The term "work day" means that period of time starting when an Employee is scheduled to commence work and terminated twenty-four (24) hours thereafter.
- c) Transfer station attendants will be paid for hours worked, as weather conditions warrant, for snow and ice removal (winter hours) to ensure the sites are operational for operating hours.

7.02 Overtime

Overtime will be paid at rate and one-half for all hours worked in excess of eight (8) in a day, and for Saturday and/or Sunday, with the following exceptions:

Statutory holidays and Personal Floating Holiday:

- a) Statutory holidays and Personal Floating Holiday not worked, will not be used as hours worked in the calculation (i.e.: 40 hours worked in a week) of overtime
- b) Statutory holidays worked will be paid at rate and one-half

Double straight-time rates shall be paid for the following:

- c) Hours worked in excess of eleven (11) hours per day
- d) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.

Employees who work on Saturday and/or Sunday as a regular scheduled day shall not receive overtime.

7.03 Alternate Work Schedule

Alternate work schedules, as required, will be implemented. Persons working this schedule will be paid for hours worked. In the future new alternate work schedules will be discussed with the union.

- 7.04 Regular employees may temporarily exchange shifts between themselves provided they have the prior written approval of management and it does not result in any incremental cost to the Employer.
- 7.05 Employees receive two (2) paid fifteen (15) minute rest periods during each shift, one in the first half of the shift, the other in the second half of the shift. These periods will be observed at regular times when reasonably possible, but it is understood they may be varied, based on the needs of the operation.

- 7.06 It is generally intended that overtime work opportunities will be distributed amongst regular employees. It is understood the intent is that over a period of time employees will receive reasonably equitable opportunities for overtime work, but that the needs of the operation, coupled with the employee's availability and recognized skill and ability, and related job experience with the Employer, will govern.
- 7.07 The following Banked Time in Lieu of Overtime agreement shall apply:
- Bank time balances may be accumulated up to forty-eight (48) hours. When the bank is drawn down below forty-eight (48) hours, it may be topped up again to forty-eight (48) hours.
 - An employee will not be able to replace scheduled vacation leave with banked time off.
 - Time off from an employee's overtime bank requires the approval of the Operation Management.
 - All unused overtime bank will be paid out in the last pay period of the calendar year.
 - An employee's banked time hours may be paid out at the request of the employee at the rate of pay in which it was earned.

8. Wages

- 8.01 Effective June 12, 2016, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

Effective June 12, 2017, the wages of all hourly rated employees will be increased by one percent (1%) per hour.

Effective June 12, 2018, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

- 8.02 Any current employees who are being paid on a salaried basis shall have the option of continuing on salary status or changing to hourly status. Employees that elect to remain on salary shall receive the annual wage rate increases stated above in Section 8.01.

9. Statutory Holidays

With respect to holidays with pay, the following provisions will apply to employees:

- 9.01 The following days will be recognized as paid statutory holidays for employees:

New Years Day	Good Friday	Victoria Day
Canada Day	British Columbia Day	Labor Day
Thanksgiving Day	Remembrance Day	Christmas Day

Any additional holidays proclaimed by the Federal or BC Provincial governments will be recognized as paid statutory holidays.

The pay for the statutory holiday is based on the employee's regular work shift (e.g. 12 hour shifts, 10 hour shifts, 8 hour shifts).

- 9.02 All employees who work on a day recognized as a Statutory Holiday Shift shall be paid at overtime rate for all hours so worked.
- 9.03 It is agreed that probationary employees must have worked thirty (30) days prior to the Statutory Holiday to qualify for Statutory Holiday pay.
- 9.04 Notwithstanding the foregoing provisions of this article, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of thirty (30) calendar days, unless he/she is absent on vacation with pay or for any other valid reason as determined by the Employer; in any event the employee must return to work within sixty (60) calendar days of the holiday to be paid for the Statutory Holiday.
- 9.05 **Part Time Employees**
A standard averaging agreement shall be used for all part time employees. All part time transfer station employees shall be paid eight (8) hours of straight time pay for Statutory Holidays NOT worked, and will be paid at a rate of time and one-half (1-1/2) for all hours worked on Statutory Holidays.

9.06 **Personal Floating Holiday**

All regular full-time and regular part time employees will be granted one (1) Personal Floating Holiday during each contract year of this agreement, to be arranged at a time suitable to the Employee and the Company, so that there will be no loss of production.

- a) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday. When an employee has been on the payroll for not less than ninety (90) consecutive calendar days and terminates for whatever reason, and he has not previously taken his personal floating holiday then he shall be paid his personal floating holiday. The parties further agree that payment of the personal floating holiday upon termination shall not be construed as an extension of his period of employment.
- b) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- c) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- d) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- e) If a Personal Floating Holiday is not taken or scheduled by June 12 of the contract year, the company shall pay out the floater.
- f) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.

- g) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight time rates will apply.
- h) The parties agree that a regular full time or part time employee, when taking his/her Personal Floating Holiday as provided under this section, must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

10. Vacations with Pay

10.01 Employees with one (1) to four (4) years' continuous service shall receive two (2) weeks' vacation with pay based on the greater of four percent (4%) or eighty (80) hours at the hourly rate of the employee's regular job.

10.02 Four Years' Service

- a) Employees with four (4) or more years' continuous service with the company shall receive three (3) weeks' vacation with vacation pay based on the greater of six percent (6%) of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.
- b) The third week vacation as in a) above will be taken, but does not have to be consecutive with the vacation period provided for in the above Section, but at a time convenient to the company.

10.03 Ten Years' Service

- a) Employees with ten (10) or more years' continuous service shall receive four (4) weeks' vacation with vacation pay based on the greater of eight percent (8%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.
- b) The additional one (1) week will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

10.04 Fifteen Years' Service

- a) Employees with fifteen (15) or more years' continuous service shall receive five (5) weeks' vacation with vacation pay based on the greater of ten percent (10%) of the wages or salary earned during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job.
- b) The additional two (2) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2 and 3 herein.

10.05 Twenty-Four Years' Service

- a) An employee with twenty-four (24) or more years' consecutive service shall receive six (6) weeks' vacation with vacation pay based on the greater of twelve percent (12%) of the wages or salary earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.
- b) The additional three (3) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3 and 4 herein.

10.06 Thirty Years' Service

- a) Employees with thirty (30) years or more continuous service shall receive seven (7) weeks' vacation with vacation pay based on the greater of fourteen percent (14%) of the wages or salary earned during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job.
- b) The additional four (4) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4 and 5 herein.

10.07 Vacations for employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired.

10.08 Vacation Pay - Percentage of Wages Method

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment.

- a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his/her employment.
- b) Absence due to illness up to a period of one (1) year provided the employee returns to his/her employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.
- c) Absences due to bereavement leave are in accordance with the terms and conditions of the Agreement.
- d) Absence due to time served on Jury Duty in accordance with the terms and conditions of the Agreement.
- e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave shall not be counted in computing vacation pay.

11. Health and Welfare Benefits

- 11.01 It is recognized that the Employer is in the process of getting a new benefit carrier. It is agreed between the parties that any change will result in no loss of benefits to the employees.

The total costs of paying benefit premiums will be borne by the Employer. Such benefits shall include: EHP, LTD, AD&D, Medical Travel, and Dental. Employees will continue to pay 50% of Life Insurance premium.

- 11.02 Eligibility

Eligibility shall be the first of the month following date of completion of the employee's probationary period.

- 11.03 Layoff Coverage

Coverage during lay-off will be provided as follows:

- a) Employees with one (1) or more years' seniority – two (2) months.
- b) Employees with more than four (4) months, but less than one (1) year's seniority – one (1) month.
- c) In order for reinstatement of lay-off coverage to occur, there must be a return to regular employment. An employee returns to regular employment when he/she is employed for ten (10) working days within a floating period of thirty consecutive days.

12. Leave of Absence

- 12.01 Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Article must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.

Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such period of leave.

- 12.02 The Company will grant unpaid leave of absence to employees suffering illness or injury, subject to a medical certificate if requested by the employer. The employee shall report, or cause to have reported, to the Company the injury or illness which requires his/her absence from the operation. The employee shall have a reasonable period of time to present a medical certificate if requested by the Company.

- 12.03 Union Business

- a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his/her term of employment with the Union.

- b) The Company will grant unpaid leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.
- c) It is agreed that before the employee receives this Leave of Absence as set forth in Clauses a) and b) above, the employer will be given notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employee's available or select alternate delegates to attend Union functions.

12.04 Compassionate Leave

By mutual agreement unpaid leave of absence will be granted to a maximum of six (6) months without pay to the employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the employee shall disclose the grounds for application.
- c) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted Leave of Absence pursuant to this section shall be required to pay the premiums for all Health Benefits.

12.05 Pregnancy and Parental Leave:

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section a).

- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (d).
- f) An employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under sub-section (b) or (e).

12.06 Maternity Leave

To provide for a reasonable period of time for extended maternity leave without pay to female employees where there is a valid medical reason.

12.07 Family Responsibility Leave:

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family.

12.08 Compassionate Care Leave

(To Provide Care Or Support To Family Member with Significant Risk of Dying):

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - i) The date the certificate is issued, or
 - ii) If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.

- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - i) the family member dies;
 - ii) The expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

12.09 Bereavement Leave

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren and step-children.
- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

12.10 Jury Duty

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, to a maximum of one (1) week or forty (40) hours, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

12.11 Public Office

- a) The Company will unpaid grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Employees elected or appointed to Federal, Provincial or Municipal office, shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- c) The employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

13. Health, Safety and Environmental

- 13.01 The Employer and the employees accept their responsibilities regarding the establishment and maintenance of a healthy, safe and environmentally responsible workplace as required by federal and provincial law, or any other authority with lawful jurisdiction.
- 13.02 A Joint Health, Safety and Environmental Committee will be established, consisting of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. This committee shall meet at least monthly, or earlier at the call of either party. The role of this committee shall be to advise and recommend to management in the areas of health, safety and environmental matters. The Employer shall take appropriate action on recommendations made by the Committee.
- 13.03 Any employee who has a health, safety or environmental concern shall notify the Employer and/or a Committee member immediately who will then notify the employer, so that appropriate action may be taken.
- 13.04 The Employer will supply each new employee with the following safety equipment, where required on the job, at no cost to the employee:

Gloves	Hearing Protection
Eye Protection	Coveralls/safety vests
Respiratory Protection	Hard Hats
Antibacterial soap	

The Employer will replace the above named safety equipment at no cost to the employee when they are presented worn or damaged beyond repair through normal use.

All sites (including transfer stations) will have rain gear.

Where required, the Employer will reimburse each regular employee the cost of his/her purchasing one (1) pair of safety work boots each twelve (12) months or when deemed necessary by the Joint Health, Safety and Environmental Committee, to a maximum of one hundred and seventy five (\$175) per pair. Eligibility for the safety footwear subsidy is on the following basis:

- All footwear must be approved as per WorkSafe BC
The boot allowance takes effect after one (year) of employment

14. Technological Change, Organizational Restructuring, Permanent Plant Closure

- 14.01 The Employer will give the Union thirty (30) days' written notice prior to the lay-off of any regular employee as a direct result of the implementation of a technological change and/or organizational restructuring, or permanent closure of the plant.
- 14.02 A regular employee whose position is eliminated as a result of the implementation of a technological change and/or restructuring will have the option of:
- (a) Transferring to another job category should he/she have the required skill and ability, related job experience with the Employer, and service, or
 - (b) Terminating his/her employment and receiving severance pay as described below.
- 14.03 Regular employees terminated by the Employer as a result of the permanent closure of the plant will receive severance pay as described in 14.04 following.
- 14.04 Eligible regular employees shall receive severance pay, in addition to other monies owed, in the amount of forty (40) hours' regular pay for each completed year of continuous service as a regular employee, to a maximum of eight (8) weeks regular pay.

15. Grievance and Arbitration Procedure

- 15.01 Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation and/or any alleged violation thereof shall first be taken up by the employee, with or without a shop steward, with his/her supervisory on an informal discussion basis. If no satisfactory resolution is achieved as a result of the informal discussion, the matter shall be finally and conclusively settled as hereinafter provided.

Step One: The employee involved with the shop steward, shall take up the matter with the manager directly in charge of the work within fourteen (14) days of the incident causing said grievance. The employee shall set out in writing his grievance and provide a copy to the manager.

Step Two: Failing resolution at Step One the matter shall be referred to the Local Union upon which they will meet with the manager to attempt to resolve the issues(s). If parties cannot agree, the matter shall be referred to the process outlined in section 15.04

15.02 If a grievance is not advanced to Step Two within fourteen (14) days after completion of Step One, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. These time limits are mandatory and may only be extended upon mutual agreement of the parties.

15.03 Grievances put forth by the Employer or the Union (policy grievances) will commence at Step Two and must be commenced within the later of fourteen (14) days of the incident causing the grievance or the Employer's or Union's (as the case may be) first knowledge thereof.

15.04 In the event that a grievance is referred to arbitration as per article 15.01 the following process will be implemented:

- we will agree on 'locally' (Cariboo-Chilcotin) based 'lay' arbitrators
- within fourteen (14) days of the arbitrator being chosen, the arbitrator will:

- hold a hearing
- both parties will present their own (no lawyers) case
- the arbitrator will issue the decision within five (5) working days
- the decision is final and binding on all parties

The arbitrators shall be one of the following:

- Mike Skellett
- Wade Fisher
- Don Cadman

15.05 The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance, or article therein, and interrogate any person respecting any such thing or any of such differences.

15.06 Any arbitration held hereunder shall be held in the City of Williams Lake or at such other place as may be mutually agreed by the parties

15.07 The parties shall bear in equal proportions the costs, including associated expenses, of the arbitrator.

16. Strikes and Lockouts

There shall be no strikes or lockouts by the parties to this Agreement during the term of the Agreement.

17. Term of Agreement

- 17.01 This Agreement shall be in full force and effect from and including the date of ratification to and including June 11, 2019 and from year to year thereafter, until a new agreement is negotiated or until a legal strike or legal lockout commences. Either party shall, by written notice, within four (4) months preceding the date of expiry of this Agreement, require the other party to this Agreement to commence Collective Bargaining.
- 17.02 The parties hereto agree that Sections 50 (2) and (3) of the Labour Relations Code of British Columbia, S.B.C. 1992C.82 shall not apply to this Agreement.

Signed this 29 day of February, 2016.

On Behalf of USW Local 1-425:

On Behalf of Central Cariboo Disposal Services:

Paul [Signature]

[Signature]

[Signature]

SCHEDULE "A"

As referred to in Article 8 (Wages) of this Agreement, payment of wages shall be as follows:

Position	Current	2016 2%	2017 1%	2018 2%
Williams Lake & 100 Mile House				
Office Administrator (Dispatch, bookkeeping, etc.)	\$21.23	\$21.65	\$21.87	\$22.31
Operator (truck, forklift, bailer) DL Class 3+	\$26.09	\$26.61	\$26.88	\$27.42
Service Tech/Operator	\$27.33	\$27.88	\$28.16	\$28.72
Labourer	\$15.16	\$15.46	\$15.61	\$15.92
Lead Hand (and Operator)	\$27.50	\$28.05	\$28.33	\$28.90
100 Mile House				
Area Manager (salaried union member) (Dan)	\$2400.00/two weeks	\$2448.00/two weeks	\$2472.48/two weeks	\$2521.93/two weeks

LETTER OF UNDERSTANDING

BETWEEN:

CENTRAL CARIBOO DISPOSAL SERVICES LTD. (CCDSL)

AND:

UNITED STEELWORKERS LOCAL 1-425 (USW)



HEAVY DUTY MECHANIC AND APPRENTICE RATES

PURPOSE: The purpose of this agreement is to establish wages rates for the position of Heavy Duty Mechanic and, further, to establish a wage rate for a Heavy Duty Mechanic Apprentice.

WAGE RATES:

The following wage rates have been agreed to by the parties, and will be the current rate(s) as of October 24, 2014. The agreed upon rates are subject to any further pay increases as outlined in the collective agreement.

Heavy Duty Mechanic – Certified (ITA Minimum 6000 hours) \$33.00

Heavy Duty Mechanic – Apprentice – 0 to 1500 hours	\$24.75 (75%)
Heavy Duty Mechanic – Apprentice – 1501 to 3000 hours	\$26.40 (80%)
Heavy Duty Mechanic – Apprentice – 3001 to 4500 hours	\$28.05 (85%)
Heavy Duty Mechanic – Apprentice – 4501 to 6000 hours	\$29.70 (90%)

It is further agreed between the parties that Heavy Duty Mechanic wage rates will be incorporated into the next collective agreement.

Signed this 24 day of Oct, 2014.

ON BEHALF OF:
CARIBOO CENTRAL DISPOSAL SERVICES LTD

UNITED STEELWORKERS LOCAL 1-425

LETTER OF UNDERSTANDING

BETWEEN:

CENTRAL CARIBOO DISPOSAL SERVICES LTD. (CCDSL)

AND:

UNITED STEELWORKERS LOCAL 1-425 (USW)



SHIFT SWAPPING

PURPOSE: The purpose of this Agreement is to allow for transfer station employees to "Shift Swap" which enables the transfer station employees to work a compressed work schedule and therefore increase consecutive days off.

It is agreed between the parties that transfer station employees may swap shifts with their co-workers **provided** it is mutually agreed to between the applicable transfer station employees. Under no circumstances can an employee be forced to Shift Swap.

It is agreed that employees may at any time agree to start or end shift swapping with a minimum of 2 weeks' notice. Further Shift swaps must start or end so that no employee suffers a loss of pay.

It is further agreed and understood that when employees agree to do a "Shift Swap", they will be working a compressed work week. Employees working a compressed work week will work operator 1 and operator 2 schedules for a given week which will result in the worker working in excess of 40 hours in a week.

It is further agreed that the scheduled hours worked in excess of 40 hours in a week, specific to "Shift Swap" shifts, will not be paid at overtime rates. Any hours worked outside of the scheduled hours will be subject to overtime rates as provided in the collective agreement.

Finally, it is agreed that "Shift Swapping" will only be permitted if the scheduled hours do not exceed 80 hours in a given work week of a maximum of seven consecutive working days. In the event of the end of a shift swap, the end shall be scheduled to ensure that no worker works more than seven consecutive days.

Current shift schedules are identified under the "Transfer Station Agreement"

The parties agree to re-visit this Agreement on an as-needed basis and either Party may cancel this Agreement with 60 days' written notice.

Signed this 24 day of Oct, 2014.

ON BEHALF OF:
CARIBOO CENTRAL DISPOSAL SERVICES LTD.

UNITED STEELWORKERS LOCAL 1-425

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL CARIBOO DISPOSAL SERVICES LTD. (CCDSL)

AND

UNITED STEELWORKERS LOCAL 1-425 (USW)



STATUTORY HOLIDAY ENTITLEMENT(S) FOR PART TIME EMPLOYEES

PURPOSE:

The purpose of this agreement is to establish how Statutory Holiday pay will be administered in respect to part time employees. This Agreement has become necessary because when the collective agreement was negotiated, CCDSL didn't have part-time employees.

WHEREAS BC Employment Standards (Section 45) is referenced as minimum language for this Letter of Understanding and it states:

"Statutory holiday pay

(1) An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday under section 48, must be paid an amount equal to at least an average day's pay determined by the formula:

amount paid ÷ days worked

Where "amount paid" is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and "days worked" is the number of days the employee worked or earned wages within that 30 calendar day period.

(2) The average day's pay provided under subsection (1) applies whether or not the statutory holiday falls on the employee's regularly scheduled day off."

THE PARTIES AGREE:

A regular part-time employee is any person employed on a continual basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 – Bargaining Unit and Recognition and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of the collective agreement except as follows:

- Part-time employees will be paid 8 hours pay for a Statutory Holiday that falls on a day off or a working day.
- In the event a part-time employee works 36 hours a week or more for the 30 days preceding the Statutory Holiday, they will be paid Statutory Holiday pay in accordance with the collective agreement.
- Transfer station employees who work 36 hours a week (average) or more for the 30 days preceding the Statutory Holiday, will be paid 10 hours' pay for a Statutory Holiday.

Letter of Understanding

RE: Statutory Holiday Entitlement(s) for Part Time Employees

Between CCDSL and USW Local 1-425

Page 2 of 2

- Employees who are required to work on a Statutory Holiday will be paid Overtime Rates as defined in the Collective Agreement as well as Statutory Holiday Pay.

Employees hired as regular full-time employees are not subject to the conditions of this LOU. Only employees hired as part-time or employees who transfer from regular full-time employment to part-time on their own accord will be subject to the conditions of this LOU.

Signed this 10th day of February, 2015.

ON BEHALF OF:

CARIBOO CENTRAL DISPOSAL
SERVICES LTD

UNITED STEELWORKERS LOCAL 1-425

Alan Caldwell

LETTER OF UNDERSTANDING

BETWEEN:

CENTRAL CARIBOO DISPOSAL SERVICES LTD. (CCDSL)

AND:

UNITED STEELWORKERS LOCAL 1-425 (USW)

TRANSFER STATION AGREEMENT

PURPOSE:

The purpose of this Agreement is to recognise the Cariboo Regional District's (CRD's) need to have summer and winter hours of operation at the Forest Grove, Lac La Hache and Lone Butte transfer stations. This agreement will provide C.C.D.S.L. and the employees working at these transfer stations a guideline to the hours of work during the two distinct seasons, while continuing to allow CCDSL to be flexible in meeting the CRD's needs.

HOURS OF WORK:

1. The minimum daily scheduled hours of work shall be 4 hours. The maximum daily scheduled hours of work shall be 12 hours. This applies to both summer and winter schedules.
2. All hours worked up to the daily maximum of 12 hours shall be at straight time rates. Any hours worked over 12 hours in a given day shall be paid at double time rates.
3. There will be two distinct shift schedules; weekday shift (shift 1) and weekend shift (shift 2). Operators will be required to switch between weekdays and weekends every 3 weeks however, during a week of a rotation, one operator would be required to work 7 days in a row, while the other would receive 7 days off. Operators forgo overtime rates for the scheduled hours during those 7 days. Any hours worked in excess of the **daily** maximum 12 hours shall be paid at double time rates.
4. The company will endeavour to balance the hours of work between weekday shift and weekend shift to ensure that the pay received during each pay period would be comparable to a regularly scheduled pay period.

CURRENT SCHEDULES:

Forest Grove:

Summer Hours: April 1st to September 30th

Monday	7:00 am to 6:00 pm	11 hours	(shift 1)
Tuesday	5:00 am to 4:00 pm	11 hours	(shift 1)
Wednesday	10:00 am to 2:00 pm	4 hours	(shift 1)
Thursday	10:00 am to 2:00 pm	4 hours	(shift 1)
Friday	6:00 am to 5:00 pm	11 hours	(shift 2)
Saturday	7:00 am to 7:00 pm	12 hours	(shift 2)
Sunday	7:00 am to 6:00 pm	11 hours	(shift 2)

Winter Hours: October 1st to March 31st

Monday	7:00 am to 6:00 pm	11 hours	(shift 1)
Tuesday	5:00 am to 4:00 pm	11 hours	(shift 1)
Wednesday	CLOSED		
Thursday	CLOSED		
Friday	6:00 am to 5:00 pm	11 hours	(shift 2)
Saturday	7:00 am to 7:00 pm	12 hours	(shift 2)
Sunday	7:00 am to 6:00 pm	11 hours	(shift 2)

Lac La Hache:

Summer Hours: April 1st to September 30th

Monday	6:00 am to 6:00 pm	12 hours	(shift 1)
Tuesday	6:00 am to 6:00 pm	12 hours	(shift 1)
Wednesday	10:00 am to 2:00 pm	4 hours	(shift 1)
Thursday	10:00 am to 2:00 pm	4 hours	(shift 1)
Friday	6:00 am to 6:00 pm	12 hours	(shift 2)
Saturday	7:00 am to 5:00 pm	10 hours	(shift 2)
Sunday	7:00 am to 5:00 pm	10 hours	(shift 2)

Winter Hours: October 1st to March 31st

Monday	6:00 am to 6:00 pm	12 hours	(shift 1)
Tuesday	6:00 am to 6:00 pm	12 hours	(shift 1)
Wednesday	CLOSED		
Thursday	CLOSED		
Friday	6:00 am to 6:00 pm	12 hours	(shift 2)
Saturday	7:00 am to 5:00 pm	10 hours	(shift 2)
Sunday	7:00 am to 5:00 pm	10 hours	(shift 2)

Lone Butte:

Summer Hours: April 1st to September 30th

Monday	7:00 am to 6:00 pm	11 hours	(shift 1)
Tuesday	6:00 am to 6:00 pm	12 hours	(shift 1)
Wednesday	CLOSED	hours	(shift 1)
Thursday	7:00 am to 6:00 pm	11 hours	(shift 1)
Friday	7:00 am to 7:00 pm	12 hours	(shift 2)
Saturday	7:00 am to 6:00 pm	11 hours	(shift 2)
Sunday	7:00 am to 6:00 pm	11 hours	(shift 2)

Winter Hours: October 1st to March 31st

Monday	7:00 am to 5:00 pm	10 hours	(shift 1)
Tuesday	6:00 am to 5:00 pm	11 hours	(shift 1)
Wednesday	CLOSED		
Thursday	CLOSED		
Friday	7:00 am to 6:00 pm	11 hours	(shift 2)
Saturday	7:00 am to 6:00 pm	11 hours	(shift 2)
Sunday	8:00 am to 5:00 pm	9 hours	(shift 2)

It is agreed between the parties to revisit these schedules on an as needed basis, as the parties recognise the need to meet the CRD's requirements for hours of operation.

Signed this 11 day of September, 2013.

ON BEHALF OF:

CARIBOO CENTRAL DISPOSAL
SERVICES LTD

UNITED STEELWORKERS LOCAL 1-425

Vince Benner


Paul J. [Signature]


LETTER OF UNDERSTANDING

ORIGINAL

BETWEEN:

CENTRAL CARIBOO DISPOSAL SERVICES LTD. (CCDSL)

AND:

UNITED STEELWORKERS LOCAL 1-425 (USW)



PART TIME EMPLOYEE HOLIDAY ENTITLEMENT

PURPOSE:

The purpose of this agreement is to establish how holiday entitlement and holiday pay will administered in respect to part time employees.

THE PARTIES AGREE:

A regular part-time employee is any person employed on a continual basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 – Bargaining Unit and Recognition and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of the collective agreement except as follows:

Annual vacation entitlement shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in the collective agreement – Annual Vacations and Leave of Absence.

Employees hired as regular full-time employees who happen to work less than full time hours are not subject to the conditions of this LOU. Only employees hired as part-time or employees who transfer from regular full-time employment will be subject to the conditions of this LOU.

Signed this 15th day of October, 2014.

ON BEHALF OF:

CARIBOO CENTRAL DISPOSAL
SERVICES LTD

UNITED STEELWORKERS LOCAL 1-425
