

# **COLLECTIVE AGREEMENT**

**Between**

**COVANTA BURNABY RENEWABLE  
ENERGY INC.**

**COVANTA**

**And**



**unifor**

**Local433**

Effective: January 1, **2014** – December 31, **2016**

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## **PREAMBLE**

This Collective Agreement is made and entered into effective the 1<sup>st</sup> day of January, 2014, by and between Covanta Burnaby Renewable Energy Inc., Burnaby, B.C., hereinafter referred to as the "Company", and Unifor, Local 433, Vancouver, B.C., hereinafter referred to as the "Union".

It is understood that the Company's business in British Columbia is to provide operations and maintenance services at the Metro Vancouver Waste to Energy Facility under long term contract.

The parties have agreed to write this Collective Agreement in gender neutral language. As such, the plural form will sometimes be used where the singular would be more appropriate (eg. - the word "their" may be used instead of "his" or "her"). This use of language is not intended to alter the intent or meaning of any clause in the Collective Agreement.

## **SECTION 1- GENERAL PURPOSE OF AGREEMENT**

### **1.01**

The general purpose of this Agreement is to maintain harmonious relations between the Company and its employees; to provide a means by which employees, through their duly elected Union representatives, will negotiate wages, hours of work, and working conditions, and to provide for the prompt and equitable disposition of differences and grievances.

### **1.02 Orientation**

One member of the Plant Committee will be given an opportunity to provide a Union orientation to all new employees.

## **SECTION 2 - MANAGEMENT RIGHTS**

### **2.01**

The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Company has are retained solely and exclusively by the Company.

### **SECTION 3 - RECOGNITION**

#### **3.01**

The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in a unit composed of employees at 5150 Riverbend Drive, Burnaby, B.C. except office, clerical, shift engineers, tour guides, gardener, casuals, summer students, and those excluded by the *Labour Relations Code*.

#### **3.02**

The Union Business Agent and/or a representative of the National Union will be entitled to participate in any meetings between the Company and the Union.

### **SECTION 4 - UNION SECURITY**

#### **4.01**

The Company agrees that it is a condition of employment for all employees to be members in good standing of the Union.

#### **4.02**

Any new employee will, as a condition of employment, become a member of the Union on their first (1<sup>st</sup>) day of employment, and further, will be sworn into the Union within thirty (30) calendar days of their date of hire.

An employee will not be a member in good standing without being sworn into the Union.

### **SECTION 5 - CHECK OFF**

#### **5.01**

The Company agrees to deduct on the first (1<sup>st</sup>) pay day of each month, dues, initiation fees, and assessments for the previous month that are due from each of its employees and remit same promptly to the Local Union office, pursuant to an assignment executed by individual employees on the Union Membership Application Card.

#### **5.02**

The Union hereby agrees that the Company will be saved harmless with respect to all deductions made and paid to the said Union in respect of provisions herein.

## **SECTION 6 - NO INTERRUPTION OF WORK**

### **6.01**

There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **SECTION 7 - PLANT COMMITTEES AND SHOP STEWARDS**

### **7.01**

The Union will select from the employees a Union Plant Committee consisting of two (2) members, one (1) from the Maintenance Department and one (1) from Operations. As well there will be two (2) Shop Stewards from Operations.

### **7.02**

The Union Plant Committee and/or Shop Steward(s), as the case may be, will represent the Union for the purposes stated in this Agreement.

### **7.03**

The Company is committed to training and agrees that training is a continuing program and will occur year round for all employees.

### **7.04**

The Company and Union further agree that the respective Plant Committees will meet once per month. The intent of these meetings will be to:

- (a) maintain good relations between the parties;
- (b) resolve any outstanding issues;
- (c) review and resolve issues regarding training;
- (d) look for ways to enhance the Company's competitive and financial position;
- (e) administer and maintain the Collective Agreement

### **7.05**

Members of the Union Plant Committee and Shop Stewards will be granted reasonable paid time during working hours to attend to on-site Union business, including grievances and meetings with the Company. Permission must first be obtained from the immediate supervisor, or delegate, and will be subject to the operational requirements of the business.



**7.06**

The Union Plant Committee and/or Shop Steward(s), as the case may be, will be given reasonable time off, without pay, to conduct offsite Union business. The Union will, whenever possible, give the Company seven (7) days' notice of offsite Union business that will require time off the job.

**7.07** Union Education Leave

- (a) The Company agrees to pay into a special fund the amount of two cents per hour worked for each employee to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from date of ratification. Payments will be sent by the employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

- (b) The Company agrees to approve leave, without pay, for a maximum of three employees for a maximum of three (3) weeks each per year to participate in educational programs provided by Unifor subject to operational requirements and provided reasonable notice in writing is given. Substitution permitted.

**SECTION 8 - HOURS OF WORK**

**8.01**

Both parties to this Agreement are committed to maintain the principle of an average basic work week of thirty-six (36) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in Section 12 - Overtime.

(A) Department Shift Schedules

The Company and Union agree that the following shift schedules are currently in effect for the departments as listed:

- (a) TWELVE HOUR (12) SHIFT WORKERS

The Operations Department

- (b) TWELVE HOUR (12) AACO DAY WORKERS

(c) NINE HOUR (9) DAY WORKERS

The Maintenance Department

Department Shift Schedules and Shift Schedule Patterns

(B) Shift Schedule Patterns

1. The Company and Union agree that the following shift schedule patterns are what is currently in place:

(a) TWELVE (12) HOUR SHIFT WORKERS

	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
Shift A	XNNNNXX	XTDDXX	XDDXXNN	NXXXXDD	DXXXXXX
Shift B	DXXXXXX	XNNNNXX	XTDDXX	XDDXXNN	NXXXXDD
Shift C	NXXXXDD	DXXXXXX	XNNNNXX	XTDDXX	XDDXXNN
Shift D	XDDXXNN	NXXXXDD	DXXXXXX	XNNNNXX	XTDDXX
Shift E	XTDDXX	XDDXXNN	NXXXXDD	DXXXXXX	XNNNNXX

(b) TWELVE (12) HOUR AACO DAY WORKERS

	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
Shift F	XDDDDXX	XTDDXX	XDDXXDD	DXXXXDD	DXXXXXX
Shift G	DXXXXXX	XDDDDXX	XTDDXX	XDDXXDD	DXXXXDD
Shift H	DXXXXDD	DXXXXXX	XDDDDXX	XTDDXX	XDDXXDD
Shift I	XDDXXDD	DXXXXDD	DXXXXXX	XDDDDXX	XTDDXX
Shift J	XTDDXX	XDDXXDD	DXXXXDD	DXXXXXX	XDDDDXX

(c) NINE (9) HOUR DAY WORKERS

	SMTWTFS	SMTWTFS	SMTWTFS		
Shift 1	XDDXXDD	DXXDDDX	XDDDX		
Shift 2	XDDDDXX	XDDXXDD	DXXDDDX		
Shift 3	DXXDDDX	XDDDDXX	XDDXXDD		
Shift 4	XDDDDXX	XDDDDXX			
Shift 5	XXDDDDX	XXDDDDX			

Note - Shifts #4 and #5 are only applicable to the Maintenance Lead Hands and are not transferable to any other departments or classifications.

Department Shift Schedules and Shift Schedule Patterns

2. The “key” for the shift schedule patterns as outlined above is:

N = Night Shift  
D = Day Shift  
X = Day Off  
T = Training Day

Note - Training days are to be considered days worked for all purposes in the Collective Agreement.

(C) Notice and Intent

It is agreed that the Company may move a department from one shift schedule to another, providing the schedule is listed in Section 8 of the Collective Agreement. The Company may also change the shift schedule pattern of the different shift schedules, as long as it conforms with Section 8.

However, before any change is made the Company will provide a minimum of sixty (60) days written notice to the Union. As soon as possible after such notice is given, the Company will meet with the Union to determine what problems exist and the parties will attempt to find a mutually agreeable resolution.

The Company agrees that it is not their intent to move the Maintenance Department from their current designation as “Nine (9) Hour Day Workers” to be either “Twelve (12) Hour Shift Workers” or “Twelve (12) Hour Day Workers” during shutdowns.

**8.02 Twelve (12) Hour Shift Workers**

- (a) The hours of employment for twelve (12) hour shift workers will be from 7:00 A.M. to 7:00 P.M. for the day shift and from 7:00 P.M. to 7:00 A.M. for the night shift. Twelve (12) hour shift workers will work on a continuous rotating shift schedule.
- (b) It is understood that because of the continuous nature of the operation, specific time and duration of break times are difficult to define. It is therefore agreed that the present practice of allowing employees flexibility in this area will continue.

**8.03 Twelve (12) Hour Day Workers**

- (a) The hours of employment for twelve (12) hour day workers will be from 7:00 A.M. to 7:00 P.M., and they will work on a continuous schedule.

- (b) It is understood that because of the continuous nature of the operation, specific time and duration of break times are difficult to define. It is therefore agreed that the present practice of allowing employees flexibility in this area will continue.

#### **8.04 Nine (9) Hour Day Workers**

- (a) The hours of employment for nine (9) hour day workers will be from 7:00 A.M. to 4:30 P.M., and they will work on a continuous schedule.
- (b) Nine (9) hour day workers will receive a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid rest breaks. The timing of these breaks will be by mutual agreement between the Company and the Union.

If nine (9) hour day workers should work twelve (12) hours overtime during maintenance shutdowns, they will have a paid lunch break.

#### **8.05**

The Company will maintain the principle of minimum shift staffing requirements of four (4) engineers for the day shift and three (3) engineers for the night shift. A shift schedule for the following week will be developed on Tuesday night shift and posted on Thursday.

#### **8.06**

Any changes or modification to Section 8 - HOURS OF WORK will be subject to mutual agreement of both parties.

### **SECTION 9 - CHANGE OF SHIFT PATTERN**

#### **9.01**

The Company agrees that shift pattern changes for individuals within their own shift schedule will be kept to a minimum (eg. – a twelve (12) hour shift worker gets moved from "A" shift to "B" shift). Where changes cannot be avoided however, employees will be allowed to make up any time lost due to a shift pattern change at a time mutually agreeable to the employee and supervisor. If an employee should work extra shift(s) due to a shift pattern change the employee will get a day or days off at a time mutually agreeable to the employee and the supervisor.

## **SECTION 10 – PAY AVERAGING**

### **10.01**

The Company and Union agree that the current system of averaging pay will be maintained.

By January 31<sup>st</sup> of each year, the actual hours worked in the previous calendar year will be reconciled with hours paid and any necessary adjustments will be made. This will be accomplished by the employee choosing one of the following options:

1. The employee will be paid out.
2. The employee will add or subtract the balance day(s) to his/her vacation entitlement in that calendar year.
3. The employee and Company will mutually agree to reconcile the balance days.

## **SECTION 11- MUTUAL CHANGES**

### **11.01**

Mutual shift changes between employees will be authorized by the Company subject to the following:

- (a) Mutuels will only be granted to employees working the same job category however, special circumstances may be considered by the Company;
- (b) All dates and shifts must be filled out on the forms provided by the Company however, no end date need be provided. The mutual itself must be paid back within twelve (12) months after the date the mutual is authorized by the Company;
- (c) Employees will be allowed to have a maximum of six (6) outstanding mutuels owed at any one time;
- (d) There will be no additional cost to the Company.

## **SECTION 12 - OVERTIME**

Overtime in each department is to be distributed so it is allocated as equitably as possible. The Company agrees to track overtime requests to

ensure a fair distribution of overtime opportunities. If an employee turns down an overtime opportunity, it will be recorded as if the overtime had been worked for the purpose of the tracking. If an employee cannot be contacted, the overtime opportunity will not be tracked.

**(A) Twelve (12) Hour Shift Workers and Twelve (12) Hour AACO Day Workers**

**12.01** For twelve (12) hour shift workers and twelve hour day workers, overtime is defined as:

- (a) Any hours worked in excess of twelve (12) hours in a shift.
- (b) Any hours worked before the starting time or after the quitting time of the regular scheduled shift.
- (c) Any hours worked on a Statutory Holiday.
- (d) Any hours worked on an employee's scheduled day off.
- (e) Excluding hours spent in the first non-work committee meeting (e.g. Safety, Project, Plant Committee) of the week. These hours will be paid at the rate of time and one-half (1½ x) and for the purpose of call in the time spent in the first such meeting is not counted as time worked.

**12.02** Overtime will be paid for at the following rates:

- (a) Double time (2x) for all hours worked in excess of twelve (12) in a shift.
- (b) Double time (2x) for all hours worked on holidays as defined in Section 17 - Holidays.
- (c) Time and one-half (1½ x) for the first twelve (12) hours worked on an employee's scheduled day off and double time (2x) for all time worked on any subsequent days off during that week.

**(B) Nine (9) Hour Day Workers**

**12.03** For nine (9) hour day workers, overtime is defined as:

- (a) Any hours worked in excess of nine (9) hours in a shift;

- (b) Any hours worked before the starting time or after the quitting time of the regular scheduled shift;
- (c) Any hours worked on a Statutory Holiday;
- (d) Any hours worked on an employee's scheduled day off;
- (e) Excluding hours spent in the first non-work committee meeting (e.g. Safety, Project, Plant Committee) of the week. These hours will be paid at the rate of time and one-half (1½ x) and for the purpose of call in the time spent in the first such meeting is not counted as time worked.

**12.04** Overtime will be paid for at the following rates:

- (a) Time and one-half (1½ x) for the first two (2) hours worked in excess of nine (9) hours in a day and double (2x) time thereafter.
- (b) Double time (2x) for all hours worked on holidays as defined in Section 17 - Holidays.
- (c) Time and one-half (1½ x) for the first eleven (11) hours worked on an employee's scheduled day off and double time (2x) for all time worked on any subsequent days off during that week.
- (d) Double time (2x) for all hours worked in excess of forty-eight (48) hours in a week.

**(C) Miscellaneous**

**12.05** Overtime will be distributed in the following manner:

- 1. Operations Department
  - 1.1 When there is a vacancy on shift, employees will be moved up as per the Collective Agreement.
  - 1.2 Should a second vacancy occur on a shift, resulting in less than the required minimum shift manpower, overtime coverage will be arranged to fill the second (2<sup>nd</sup>) position vacancy with the first (1<sup>st</sup>) vacancy move up remaining in effect.
  - 1.3 If a full crew compliment is required as determined by the Shift Engineer, the vacancies will be covered by overtime at the actual vacant position(s).

## Call Outs

When calling employees for overtime, the Company will leave messages on answering machines, but will continue making calls if no direct contact is made. If an employee calls the Company back before the callout is awarded, then it will be given to the employee who calls back. If however, the shift has already been given out, then the employee who calls back will have lost the right to work that shift.

Callouts will take place in the following order:

- 1.4 (i) The most rested incumbent will be the first called. If no contact is made then the next most rested person will be called and so on down the list until no one is available. At this step in the process, calls will not be made to employees who would be paid double time (2x) for the shift.
- (ii) If the shift is not filled, then the Company would next call the most rested incumbent at the position below. If no contact is made then the next most rested person will be called and so on down the list until no one is available. At this step in the process, calls will not be made to employees who would be paid double time (2x) for the shift.
- (iii) If the shift is still not filled, then the Company would next call the most rested incumbent at the position above. If no contact is made then the next most rested person will be called and so on down the list until no one is available. At this step in the process, calls will not be made to employees who would be paid double time (2x) for the shift.
- (iv) If the shift is still not filled, then the Company would go back and follow the same process from the start, but would call those who would be eligible for double time (2x) payment.
- (v) If the Company has not been able to fill the shift, they will call in one of the Shift Engineers, who will fill the vacant position, unless the crew has been moved up to cover a Shift Engineer vacancy. In that case, the Shift Engineer will assume the vacant Shift Engineer position, and the crew move up will not take place.

## **2.0 Clean Up Overtime**

- 2.1 Clean Up Overtime will follow the same procedures as the call out procedures, except that the first eligible for the overtime will be



those in the bottom positions. Call out for cleanup will progress up to the ASE position in the following manner depending upon the number of clean up shifts available:

Order of Call Out	1.5X	2X	
AACO	1st	3rd	
ACO	2nd	4th	
RCO	5th	8th	
BO	6th	9th	
ASE	7th	10th	

### 3.0 Shutdown Overtime

3.1 The Company will provide a sign-up sheet for employees to indicate their availability during the shutdown. Overtime will be allocated as equitably as possible.

### 4.0 General

4.1 For the purposes of call out overtime, mutual changes do not count as a day worked.

4.2 An employee who is not working his regular shift due to being off on a mutual, is not eligible for call out overtime for that shift.

4.3 All bargaining unit (b/u) vacancies within the crew line up will be filled with a qualified person from within the bargaining unit prior to calling out a Shift Engineer to cover.

4.4 The call out procedure is applicable to bargaining unit vacancies only.

4.5 An employee who works the night shift before a day shift opportunity will not be eligible to work the day shift.

4.6 For purposes of the call out procedure, an incumbent is defined as: the person permanently posted to the position, or working in a long term capacity on a long term move up exceeding six months.

### 5.0 Maintenance Department

5.1 Overtime will be allocated as equitably as possible.

### 6.0 Call Outs

6.1 The first Maintenance employee to be called will be the person that has the next scheduled day off.

**12.06**

Employees will have the right to voluntarily refuse, or agree to work overtime.

**12.07**

Overtime which is cancelled with less than twenty-four (24) hours' notice by the Company may be worked by the employee with re-assigned duties. The Company will endeavour to minimize this occurrence.

**12.08**

This Agreement shall not be interpreted to "pyramid" overtime and any other premium payment.

**12.09**

Overtime will not be offered to casual employees or summer students until after it is offered to regular employees.

**SECTION 13 - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

**13.01**

In any case where an employee reports for their regular scheduled shift and no work is provided, they will nevertheless receive two (2) hours pay for so reporting.

**13.02**

In any case where an employee has commenced their regular scheduled shift, they will receive a minimum of four (4) hours pay.

**SECTION 14 - MINIMUM CALL FOR EMPLOYEES**

**14.01**

Any employee requested to report for work after they have completed their designated shift will receive two (2) hours call time at their straight time rate for so reporting, plus actual time worked.

**14.02**

Any employee requested to report for work on their designated day off with less than four (4) hours' notice, will receive two (2) hours call time at their straight time rate for so reporting, plus actual time worked.

**14.03**

Any employee requested to continue working beyond their quitting time, where such request came fifteen (15) minutes or less before their quitting time, will be paid one (1) hours pay for so reporting.

**SECTION 15 - SENIORITY**

**15.01**

Seniority is defined as continuous service with the Company. In promotions, bumping, layoffs, or recall from layoffs, seniority will govern as provided for in this Agreement.

**15.02 Probationary Employees**

- (a) All new employees will be considered probationary for the first forty-five (45) days worked.
- (b) The Company may extend the probation period for a further fifteen (15) days worked with prior written notice to the Union, stating reasons.
- (c) During the trial period, the Company will determine the probationary employee's suitability for regular employment. The Company may dismiss a probationary employee for any reason if they find the employee not suitable for regular employment.
- (d) The provisions of this Agreement are restricted with respect to probationary employees as follows:
  - (i) They shall not attain seniority until they have completed their probationary period, at which time seniority will be backdated to date of hire.
  - (ii) They shall not be entitled to benefits except as provided.
  - (iii) They shall not be eligible to apply for other positions within the bargaining unit unless otherwise mutually agreed by the Company and the Union.

### 15.03

(a) For Operations the following will apply:

(i) Move Ups

Each employee in a line of progression will be trained and qualified to perform the job functions of the position ahead of them. In the event of a short term temporary vacancy (short term temporary vacancy is defined as less than six (6) months) on a particular crew, each qualified employee in a position below the absent employees', will move up one (1) step in their line of progression.

The Company will not address short term vacancies of apparently less than four (4) weeks by way of a crew change.

In the event of a long term temporary vacancy (long term temporary vacancy is defined as six (6) months or more), the senior qualified employee in the position below the vacancy will fill the position. If, because of a long term temporary vacancy, an employee goes from one crew to another, all vacancies created by this move and subsequent moves will be filled in the same manner.

(ii) Promotions

In the event of a permanent vacancy in a line of progression above the Assistant Ash Crane Operator position, the senior employee on the job preceding the vacancy will be promoted providing they have sufficient ability to do the job. If no employee on the job preceding the vacancy has sufficient ability, the senior employee next in line with sufficient ability will be promoted.

(iii) For the purpose of training a two position move up can occur.

(b) For Maintenance the Following Will Apply:

(i) Each maintenance employee will be given the opportunity to be trained and qualified to perform the job functions of the position of Lead Hand within their own trade.

(ii) Move-Ups will occur in any absence of the Lead Hand from their normal scheduled duties, when requested by the Company.

(iii) If the Company requests an employee to work the night shift to coordinate contractors, they will be paid the Lead Hand rate.

(iv) In the event of a permanent vacancy for a Lead Hand position in the Maintenance Department, the senior employee in the trade

classification will be promoted provided they have sufficient ability to do the job.

#### **15.04 New Positions**

Should the Company establish a new position in the bargaining unit, or should the plant be expanded and new positions are created, the Company and the Union will discuss the appropriate wage rate for that position(s). If no agreement is reached, the Company will set the wage rate for the position(s), but agrees that the Union may file a grievance.

The Company also agrees to discuss with the Union other matters of interest that may arise in a plant expansion.

#### **15.05 Promotions Outside Bargaining Unit**

- (a) Employees who are promoted or transferred to positions outside the bargaining unit will continue to accrue seniority for a period of forty-five (45) working days.
- (b) The Company may extend the probation period for a further fifteen (15) days worked with prior written notice to the Union.
- (c) In the event the employee returns to the bargaining unit, they will return to the position previously held.
- (d) The employee will continue to pay Union dues during this time period. Dues will be based on the rate of the job the employee previously held.

#### **15.06 Layoff, Recall and Bumping**

- (a) If a reduction in the workforce is necessary an employee in a line of progression will revert down the line to a job previously held to which the employee's department seniority entitles them. An employee without enough department seniority to remain on any job in the line of progression will revert to a job in the plant to which the employee's plant seniority entitles them, and which the employee has sufficient ability to perform.
- (b) An employee faced with a layoff will displace a junior employee (plant seniority) on any job the employee has sufficient ability to perform. In the event no such job exists, and sufficient ability is attainable, up to seven (7) days training will be given to provide an employee with the sufficient ability, in order to prevent layoff out of seniority.

- (c) An employee who bumps to a lower rated job will have their rate "red circled." In other words, an employee who bumps into a lower rated job will maintain their regular rate they had before the bump, until such time as the rate for the job they bumped into "catches up" to their previous rate, or for a maximum of one (1) year, whichever first occurs.
- (d) Laid-off employees will be recalled in order of plant seniority, for any department having a vacancy, provided that the senior employee has sufficient ability to do the job.

#### **15.07 Laid-Off Employees**

Laid-off employees will retain their M.S.P., E.H.B., Dental, Group Life and A.D. and D. coverage as per Section 16. Benefit plans in existence will be reinstated upon the employee's return to work.

#### **15.08 Loss Of Seniority**

An employee will lose seniority rights and their employment will be terminated where the employee:

- (a) is discharged for just and reasonable cause; or
- (b) voluntarily terminates their employment; or
- (c) retires; or
- (d) is absent without leave for three (3) consecutive working days without a bona fide reason; or
- (e) has not completed the probationary period and is laid off; or
- (f) has less than one (1) year of service, has been laid off and is not recalled for a period six (6) consecutive months; or
- (g) has one (1) year or more of service, has been laid off, and is not recalled for a period of twelve (12) consecutive months.

#### **15.09 Sufficient Ability**

##### **(A) Operations Department**

For the purposes of Section 15, Sufficient Ability for the Operations Department is defined as having the required Boiler and Pressure Vessel Act Certificate of Competency, and being able to successfully complete the appropriate Operator Qualification Record. For promotion to the Assistant Shift Engineer position, a performance evaluation will also be a factor to determine sufficient ability. Unless mutually agreed to, or

changed by the Boiler and Pressure Vessel Branch, the required tickets will be:

(i) Assistant Shift Engineer

Second Class (required to relieve as Shift Engineer). Consideration will be given if an employee has completed Part "A" and is actively working on Part "B".

(ii) Boiler Operator

Third Class

(iii) Refuse Crane Operator

Fourth Class

(iv) Ash Crane Operator

Fourth Class

(B) Maintenance Department

For the purposes of Section 15, Sufficient Ability for promotion to the Lead Hand position in the Maintenance Department is defined as having the required Trade Qualification Certification, and being able to successfully complete the appropriate Lead Hand Qualification Record. A performance evaluation will also be a factor to determine sufficient ability.

## **SECTION 16 - JOB SECURITY**

### **16.01 Notice**

If the employment of any employee, who has completed the probation period, is to be terminated for any reason (other than for just and reasonable cause), including because of technological or procedural change, or because the Company has been notified of the termination of its contract with Metro Vancouver, the Company will provide at least ninety (90) days written notice to the Plant Committee and any employees affected.

### **16.02 Bumping**

Bumping, temporary layoff and recall shall be in accordance with Section 15 - Seniority.

**16.03 Severance**

Employees who do not receive the full notice as outlined in Section 16.01 above (ie. – ninety (90) days), will receive one (1) weeks' pay for each year of service to a maximum of twelve (12) weeks. Partial years of service will be pro-rated in determining severance allowance.

**16.04 New Contractor**

If the Company's contract is terminated by Metro Vancouver, and insufficient notice is given to employees affected, severance pay shall not be payable to employees who accept continued employment with the new contractor.

**16.05 Benefit Retention**

Employees who are terminated will have the option to retain their M.S.P., E.H.B., Dental, Group Life, and A.D. & D. coverage for three (3) months from date of termination on the same cost share basis as in the Collective Agreement.

**SECTION 17- HOLIDAYS**

**17.01**

(a) The following will be the recognized paid holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
B.C. Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

(b) Any additional General Holiday declared by the Federal or B.C. Governments will also be observed as a paid holiday.

**17.02**

In addition to any other compensation earned as outlined in Section 12 - Overtime, employees will be paid one (1) days' pay (one (1) day's pay is defined as twelve (12) hours pay for twelve (12) hour shift workers and



twelve (12) hour day workers; and nine (9) hours pay for nine (9) hour day workers) at the straight time rate of the employee's regular job or the job the employee is performing at the time, whichever is greater, provided:

- (a) The employee must have been on the payroll for not less than thirty (30) calendar days just preceding the holiday; and
- (b) The employee must have worked their scheduled work day before, and their scheduled work day after such holiday, unless they have a bona-fide reason.

### **17.03**

For Statutory Holiday payment purposes, the Statutory Holiday will be from 7:00 A.M. the day of the Statutory Holiday to 7:00 A.M. the following day.

## **SECTION 18 - VACATIONS**

### **18.01**

All employees as defined in the Agreement will be granted a vacation with pay as follows:

Years of Service	Length of Vacation	Vacation Pay
0-1 year	Up to 2 weeks	Up to 72 hours
After 1 year	3 weeks	108 hours
After 5 years	4 weeks	144 hours
After 15 years	5 weeks	180 hours

### **18.02 Payment on Termination**

On termination of employment, an employee will be paid any unpaid vacation pay.

### **18.03 General Rules**

- (a) The vacation period is January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees who are hired between January 1<sup>st</sup> and June 30<sup>th</sup> will have their first (1<sup>st</sup>) year of employment counted as one (1) year toward accumulating service for the purpose of vacation entitlement.

Employees who are hired between July 1<sup>st</sup> and December 31<sup>st</sup> will not have this year count towards accumulating service for the purpose of

future vacation entitlement, although they will be entitled to pro-rated vacation time for the time they have worked.

- (b) Vacations with pay are not cumulative and must be taken during the vacation period except that one (1) week of vacation time may be carried over to the following year's entitlement.
- (c) No employee may continue to work and draw vacation pay in lieu of taking the vacation.
- (d) The allocation of vacation time is to be decided by the Company. However, the Company will endeavour by discussion with the employees and/or the Union, to arrange vacations to suit the employee's wishes. Vacations may be taken in complete work blocks or one (1) day at a time.
- (e) A vacation list will be made available so that employees may list their preference.
- (f) Twelve (12) Hour Shift Workers:

For "Prime Time" vacation selection, twelve (12) hour Shift Workers will be canvassed by job category on a rotating basis, and Shift Engineers will be included in the rotation. Assistant Ash Crane Operators are not included in the rotation.

(ie. - For the year 2005, employees in the Refuse Crane Operator job category will be canvassed first. The canvassing will then go in the following order: Ash Crane Operator; Shift Engineer; Assistant Shift Engineer; Boiler Operator. For the year 2006, employees in the Ash Crane Operator job category will be canvassed first. The canvassing will then go in the following order: Shift Engineer; Assistant Shift Engineer; Boiler Operator; Refuse Crane Operator. This method of canvassing will continue on this rotating basis for subsequent years).

Prime time is defined as the time from June 15<sup>th</sup> to Labour Day and from December 24<sup>th</sup> to December 30<sup>th</sup>. An employee must schedule their prime time vacation selection by March 31<sup>st</sup> of each year. Following March 31<sup>st</sup>, prime time vacation will be granted on a first come first serve basis and will be posted by April 15<sup>th</sup>.

Employees will not be allowed to schedule any more than two (2) weeks' vacation during prime time unless time is still available after all employees have been canvassed.

- (g) A vacation starts with the first (1<sup>st</sup>) scheduled day of vacation and ends with the first (1<sup>st</sup>) scheduled work day on the employee's return.

**SECTION 19 - DISCIPLINARY ACTION**

**19.01**

The Company will have the right to discipline or discharge employees for just cause.

**19.02**

Employees will not be called before management or supervisory personnel for any disciplinary discussion or action without the Company first notifying a member of the Union Plant Committee, or in their absence a Shop Steward.

In all such cases, a Union Plant Committee member or a Shop Steward will accompany the employee for such discussions.

**19.03**

Any disciplinary letters or letters of reprimand placed on an employees' personnel file will have a maximum life of twenty four (24) months, as long as no other letters for offenses of a similar nature are issued within the twenty four (24) month period.

**19.04**

- (a) A copy of any disciplinary letters or letters of reprimand placed on an employees' personnel file will be given to the employee involved and to the Union Plant Committee.
- (b) It is understood and agreed that the time limits referred to In the grievance procedure will not start until any such letter(s) is given to the Union Plant Committee and the employee involved.

**19.05**

An employee, in the company of a Shop Steward if desired, will have the right to review their personnel file. The Company may require that a representative of management be present.

**19.06**

It is agreed that Accident Investigation Reports will not form part of an employee's discipline record.

## **SECTION 20 - GRIEVANCE PROCEDURE**

### **20.01**

If a difference arises between the parties relating to the dismissal or discipline of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties will agree on a single arbitrator. The arbitrator will hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

### **20.02**

Should any dispute or complaint as to the interpretation, application or compliance with the terms of this Agreement arise between the parties, the Company and the Union will make every effort to settle the dispute or complaint.

### **20.03**

(a) The Company, the Union, or the employee having a grievance, dispute or complaint will submit same within fourteen (14) calendar days of learning of the event giving rise to such grievance, dispute, or complaint. The following steps will be followed:

(b) Step (1)

The employee, with the Shop Steward (or designate) will take the grievance up with the Supervisor (or designate). If no satisfactory settlement is reached, the grievance may, within ten (10) calendar days, be referred to the next step.

(c) Step (2)

The grieving party will submit the grievance, in writing, to the other party. Upon receipt of the written grievance, the parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Company and Union Plant Committees. If no satisfactory settlement is reached, the grievance may, within ten (10) calendar days be referred to the next step.

Union or Company grievances will be initiated at this step.

(d) Step (3)

The parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Company and Union Plant Committees and the Business Agent and/or the National Representative of the Union. A decision as to the grievance will be rendered in writing and delivered to the grieving party within seven (7) calendar days of the meeting.

- (e) Failing settlement of the grievance at this stage the grieving party will notify the other party in writing, within thirty (30) calendar days of the decision that it intends to submit the matter to arbitration.

## **20.04**

If the grievance has not been advanced within the time limits specified, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure will be at an end. It being understood that the time limits between steps may be extended by mutual consent.

### ARBITRATION PROCEDURE

## **20.05**

- (a) Upon receipt of notification from the grieving party, the Company and the Union will endeavour to agree upon the selection of an Arbitrator. In the event the Company and the Union are unable to agree upon the selection of an Arbitrator, they will apply to have the Arbitrator appointed under the Arbitration provisions of the *Labour Relations Code*.
- (b) After an Arbitrator has been chosen, the Arbitrator will meet and hear the evidence of both sides and render a decision after the conclusion of the hearing.

The Arbitrator's decision is to be final and binding on all parties to this Agreement.

- (c) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from or supplement the provisions in any way.
- (d) The Company will not use as evidence a note of a discussion with an employee concerning the employee's performance unless the employee was told at the time of the discussion that a note was being included in their personnel file.
- (e) The parties to this Agreement will bear an equal proportion of the fees and expenses of the Arbitrator.

**SECTION 21- BULLETIN BOARDS**

**21.01**

The Company agrees to supply an adequately enclosed official bulletin board in the Maintenance and Operations Departments for the use of the Union.

**SECTION 22 - COMPASSIONATE LEAVE**

**22.01**

If an employee must attend the funeral or memorial service for a member of their immediate family during a time when the employee is regularly scheduled to work, the employee will be compensated at their regular straight time hourly rate for hours lost from their regular schedule to a maximum of thirty-six (36) hours.

**22.02**

Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in law, grandparent, or grandchild.

**22.03**

If an employee is required to care for a critically ill spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or grandparent during a time when the employee is regularly scheduled to work, the employee will be compensated at their regular straight time hourly rate for hours lost from their regular schedule to a maximum of thirty-six (36) hours.

**SECTION 23 - JURY DUTY**

**23.01**

An employee who is required to report for jury duty (including coroner's inquest) or who is summoned to appear as a Crown witness, on a day on when the employee was scheduled to work will sustain no loss of regular pay for that day.

## **SECTION 24 - LEAVE OF ABSENCE**

### **24.01 Union Office**

An employee who has been appointed or elected to office in the Union will be granted up to one (1) years unpaid Leave of absence. Seniority will accumulate during this period.

### **24.02 Vocational Leave**

Employees will be granted vocational leave in order to complete their Certificates of Competency as a Power Engineer. Seniority will accumulate during this period. There will be no loss of regular pay when an employee is away on such leave and no more than one (1) employee may be away on vocational leave at any time. The Company reserves the right to limit the total time away for all employees to thirty (30) working days per year. For purposes of scheduling, consideration will be given to seniority, Company certificate requirements, course completion, and application date and time required.

The following is the vocational leave allowance:

(a) Fourth Class Certificate

Upon completion of the tutorial or correspondence course for a Fourth Class Stationary Steam Engineering Certificate, an employee will be granted up to three (3) weeks leave with pay to attend B.C.I.T. to complete this course and write the exam.

(b) Third Class Certificate

Upon completion of the tutorial or correspondence course, in whole or in part, for a Third Class Stationary Steam Engineering Certificate, an employee will be granted up to five (5) weeks leave with pay to attend B.C.I.T. to complete this course and write the exam.

(c) Second Class Certificate

Upon completion of the tutorial or correspondence course, in whole or in part, for a Second Class Stationary Steam Engineering Certificate, an employee will be granted up to two (2) five (5) week leaves with pay to attend B.C.I.T. to complete Part A and Part B of the course and write the exam. Part A and Part B will be at least six (6) months apart.

**24.03 Maternity And Parental Leave**

Employees will be entitled to the full maternity and/or parental leave as provided in the *Employment Standards Act*. Seniority will accumulate during this period.

**24.04 Other Leave**

Granting of unpaid leave is a matter between the employee and the plant management.

The Company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes.

Seniority will accumulate up to a maximum of one (1) year while the employee is on leave. After one (1) year an employee will not lose any seniority but neither will their seniority accumulate any further.

**24.05 Benefit Continuation**

The Company agrees to benefit continuation for a period of three (3) months during an employee's leave of absence on the same cost share basis as in the Collective Agreement.

**24.06 Notification**

Where an employee is granted a leave of absence of four (4) weeks or more, the Union Plant Committee will be notified of such leave of absence in writing.

**SECTION 25 - HEALTH AND SAFETY**

**25.01**

It is the responsibility of the Company, the Union, and every employee to ensure that the highest standards of industrial health and safety are maintained in the plant and that any hazardous conditions are immediately reported to the appropriate supervisor and to the plant safety committee.

**25.02**

An employee may refuse to work under unsafe or unhealthy working conditions, provided this is done in accordance with the WorkSafe BC Industrial Health and Safety Regulations.



**25.03**

A member of the Union Plant Committee, or in their absence a Shop Steward, will accompany a management representative and WorkSafe BC Inspectors on all plant inspections.

**25.04**

The Company undertakes to provide at no cost to the employee, the necessary health and safety equipment when required by the WorkSafe BC regulations for the protection of the employee in the plant.

The Company will also provide, at no cost to the employee, the following:

- (a) One pair of prescription safety glasses every two (2) years unless the glasses are damaged or the prescription has changed. Glasses must include permanently mounted side shields.
- (b) Laundered coveralls for the use of employees and paper coveralls for boiler cleaning and "messy jobs".
- (c) Winter jackets for outdoor use during the winter months.

**25.05**

The Safety Committee will consist of equal representation chosen by the employees and management respectively. This committee will meet once (1x) every month. Its function will be to assist management in creating a healthy and safe place to work and to recommend to management, actions which will assist in improving the effectiveness of the accident prevention program.

**SECTION 26 - MEAL ALLOWANCE**

**26.01**

Employees who work more than two (2) hours beyond their regular scheduled shift will be granted a meal allowance. If the employee continues to work, a further meal allowance will be provided every four (4) hours thereafter.

**26.02**

Employees who are called in to work with less than four (4) hours' notice, whether on a day off or after the completion of a shift, will receive a meal allowance upon the completion of each four (4) hours.

**26.03**

A meal allowance is twenty dollars (\$20.00). Adequate paid time will be provided to consume the meal.

**SECTION 27 - BOOT ALLOWANCE**

**27.01**

The Company will reimburse each employee, after completion of their probationary period, up to a maximum of one hundred and fifty dollars (\$150.00) for the purchase of one pair of CSA approved safety footwear, once each calendar year. The Company will pay any H.S.T.

**27.02**

Employees may combine their safety footwear allowance for two (2) calendar years.

**SECTION 28 - SUPERVISORS**

**28.01**

The Union and Company agree it is their desire for a cooperative relationship. Therefore management and other excluded persons may fill in or perform work usually done by bargaining unit employees provided that it does not result in the displacement, layoff, or exclusion of any bargaining unit employees.

**SECTION 29 - CONTRACTORS**

**29.01**

No employee will be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out or sending work out.

**29.02**

The Company agrees to continue with their current practice regarding contractors and the distribution of overtime to bargaining unit employees.

**SECTION 30 - GENERAL PROVISIONS**

**30.01**

The Wage Schedule and any Policy Statements or Letters of Understanding or Agreement signed by both parties, will form part of this Agreement.

**30.02**

The Company will provide to the Union each year an up to date Plant and Department seniority list including name, address, and telephone number of each employee.

**30.03**

The Company agrees to include Union dues deducted from employees on Company issued T4 slips.

**30.04**

- (a) Subject to the provisions of this Agreement, where an employee is temporarily assigned to work at a lower rated job than their regular job, they will nevertheless be paid at their regular rate.
- (b) An employee temporarily assigned to a higher rated job for more than half a shift will receive the higher rate for the time the employee works the higher rated job.

**30.05**

In case of injury on the job the employee will receive normal pay for the balance of the scheduled shift.

**30.06**

The Company will prepay the costs of any course(s) which an employee is asked to attend by the Company, or which is a requirement of an employee's job. The Company will also prepay all administration fees and required text book charges. Text books will become the property of the employee. All expenses must be approved in advance by the Company, in order to be considered eligible for reimbursement.

**30.07**

A Union representative will be allowed access to the plant to conduct normal Union business, upon reasonable notice to the plant manager (or designate) and provided that there is no interruption to the production.

**30.08**

Mechanics who damage or lose personal tools directly in the course of doing their work will have those tools replaced. Each mechanic is responsible for submitting a verified full tool inventory prior to any claims being accepted by the Company.

**SECTION 31 - WELFARE PLAN**

**31.01**

The Company will continue to provide to bargaining unit employees the same, or equivalent, group insurance and health and welfare plans, including the Company sick plan, as are in force at the date of ratification of this Agreement. Coverage is subject to the terms and conditions of the plans as set out in the insurance policies or plan booklets. The Company agrees to increase vision care by raising the limit to \$300 in any twelve (12) month period for a person under age eighteen (18) or in any twenty-four (24) month period for any other person. Paramedical Services to raise the limit to five hundred dollars (\$500.00) per person per specialty per year with no per visit maximum. Copies of plan booklets will be made available to employees and the Union. The attached Sick Time Guidelines shall be included in the Collective Agreement and shall take effect July 1<sup>st</sup>, 2010.

**31.02**

Benefits will be on the following cost share basis:

100% Company	60% Company 40% Employee
Medical Services Plan of B.C.	L.T.D
Short Term Disability	Vision Care
Group Life	Extended Health
A.D.& D.	Dental

The premium cost for benefits which are partially paid by the employee may only be increased once (1x) per year. Any such increase will take place in the month of January.

Effective January 1<sup>st</sup>, 2005, the existing cap on the three (3) to six (6) month short term disability payments will be deleted.

**31.03**

- (a) The Company may require an employee to provide a medical certificate from a doctor to prove sickness, disability, or fitness to return to work.
- (b) If the Company is not satisfied with the certificate provided, they may request a certificate from a doctor of the Company's choosing. The Company will provide notice to the Union Business Agent and or National Representative of the doctor they have chosen.
- (c) If the Union does not agree with the doctor the Company has chosen, then an alternate doctor will be chosen by mutual agreement between the Company and the Union.
- (d) In Subsections (b) and (c) above, any costs for doctor's examinations, reports, etc., will be paid by the Company.

**31.04**

If an employee should suffer a compensable accident and there is a delay in establishing payment from the WCB, the Company will provide "bridge payments" for a reasonable period of time, to be reimbursed once the WCB payments come through.

**SECTION 32 - PENSION PLAN**

**32.01**

The Company will continue the present pension plan on the same basis as at the date of ratification of this Agreement.

**32.02**

Effective January 1<sup>st</sup>, 2014 the Company will increase the annual contribution by 1.5%. On January 1<sup>st</sup>, 2015 the Company will increase the annual contribution by 2.0%, and on January 1<sup>st</sup> 2016, the Company will raise the annual contribution to five thousand dollars (\$5,000.00).

**32.03**

The Union and all employees will be provided a copy of the pension plan.

**SECTION 33 - WAGE SCHEDULE AND PROGRESSION LEVELS**

**33.01**

- (a) The wage schedule and progression levels below form part of this Collective Agreement.  
Any new job rates negotiated during the term of this Agreement will become part of the new wage schedule.
- (b) The Company will continue to pay a first aid premium of sixty cents (\$0.60) per hour worked for the employees asked to maintain current Level 2 First Aid Qualification.
- (c) The Company will pay a premium of fifty cents (\$0.50) per hour worked for an employee with two (2) interprovincial (red seal) tickets and for operators with an over-certification.
- (d) Premium of \$1.00 per hour while operating the Front end Loader

	Effective Jan. 1, 2014	Effective Jan. 1, 2015	Effective Jan. 1, 2016
<u>JOB CATEGORIES</u>			
<b><u>Operations Department</u></b>			
Assistant Shift Engineer	41.94	CPI or 2.0%	CPI or 2.5%
Boiler Operator	35.82	CPI or 2.0%	CPI or 2.5%
Refuse Crane Operator	29.69	CPI or 2.0%	CPI or 2.5%
Ash Crane Operator	25.62	CPI or 2.0%	CPI or 2.5%
Assistant Ash Crane Operator (w/ticket)	23.63	CPI or 2.0%	CPI or 2.5%
Assistant Ash Crane Operator (no ticket)	22.54	CPI or 2.0%	CPI or 2.5%
<b><u>Maintenance Department</u></b>			
Journeyman Instrument Mechanic/ Electrician – Lead Hand	48.08	CPI or 2.0%	CPI or 2.5%
Journeyman Instrument Mechanic/Electrician	42.96	CPI or 2.0%	CPI or 2.5%
Journeyman Millwright – Lead Hand	48.08	CPI or 2.0%	CPI or 2.5%
Journeyman Millwright	42.96	CPI or 2.0%	CPI or 2.5%

### **33.02 Manwatch Assignment**

The present practices regarding Manwatch will continue except that:

- (a) for any employee working on overtime, the rate of pay for performing the Manwatch assignment, will be the Manwatch rate times the applicable overtime premium;
- (b) The Manwatch rate effective January 1<sup>st</sup>, 2014 is \$28.66. This rate will increase in succeeding years by the same percentage (or C.P.I.) as the above job categories.

For employees working on a regular, non-overtime shift the rate of pay for performing the Manwatch assignment will be the employee's regular rate of pay, if their rate of pay is greater than the Manwatch rate. For employees whose rate is less than the Manwatch rate, they will receive their regular rate of pay unless they work Manwatch for more than one half their shift, in which case they would receive the higher rate of pay (Manwatch rate) for the time they perform the job.

**33.03** The Assistant Shift Engineer shall be paid at the Mechanical Lead Hand rate when required to substitute for the Shift Engineer.

### **33.04 Premium Pay**

In addition to their regular hourly rate listed above, each employee will be entitled to "premium pay".

- (A) Premium pay is paid in recognition of:
  - (a) Employee flexibility
  - (b) Sunday premium
  - (c) Continuous operating premium
  - (d) Shift differential
  - (e) Dirty pay
- (B) Premium pay will be paid on a lump sum, bi-monthly basis. The bi-monthly premium rates are as follows:

	Effective Jan. 1,2014	Effective Jan. 1, 2015	Effective Jan. 1,2016	
<u>JOB CATEGORIES</u>				
<b><u>Operations Department</u></b>				
Assistant Shift Engineer	304.95	CPI or 2.0%	CPI or 2.5%	
Boiler Operator	304.95	CPI or 2.0%	CPI or 2.5%	
Refuse Crane Operator	247.53	CPI or 2.0%	CPI or 2.5%	
Ash Crane Operator	247.53	CPI or 2.0%	CPI or 2.5%	
Assistant Ash Crane Operator	247.53	CPI or 2.0%	CPI or 2.5%	
<b><u>Maintenance Department</u></b>				
Journeyman Instrument Mechanic/ Electrician – Lead Hand	230.99	CPI or 2.0%	CPI or 2.5%	
Journeyman Instrument Mechanic/Electrician	230.99	CPI or 2.0%	CPI or 2.5%	
Journeyman Millwright – Lead Hand	230.99	CPI or 2.0%	CPI or 2.5%	
Journeyman Millwright	230.99	CPI or 2.0%	CPI or 2.5%	

### C.P.I. Increases

All wage rates listed for January 1, 2014 are to be increased, on January 1, 2015, by the Vancouver C.P.I. for the period from August 2013 to August 2014, or by 2.0%, whichever is greater. On January 1, 2016 the wage rates shall be increased by 2.5% or C.P.I. (whichever is greater)

Premium rates listed for January 1, 2014 are to be increased, on January 1, 2015, by the Vancouver C.P.I. for the period from August 2013 to August 2014, or by 2.0%, whichever is greater. On January 1, 2016 the premium rates shall be increased by 2.5% or C.P.I. (whichever is greater)

## **SECTION 34 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT**

### **34.01**

This Agreement will be in force from January 1<sup>st</sup>, **2014** to December 31<sup>st</sup>, **2016** and thereafter in accordance with Article 34.04. The parties agree to exclude the operation of Subsection (2) and (3) of Section 50 of the *Labour Relations Code*.



**34.02**

If either party wishes to propose amendments to this Agreement, they will notify the other party, in writing, not more than one hundred and twenty (120) days prior to the expiry date of this Agreement, and not less than that which is the expiry date of this Agreement.

**34.03**

The parties will meet at a mutually agreed date for the purpose of exchanging amendments to this Agreement.

**34.04**

The present Agreement shall continue in full force and effect until:

- (a) the Union commences a lawful strike; or
- (b) the Company commences a lawful lockout; or
- (c) the parties enter into a new or amended Agreement.

Signed on this day \_\_\_\_\_ of \_\_\_\_\_, **2014.**

For the Company:

For the Union:

Covanta Burnaby Renewable  
Energy ULC.

Unifor Local 433

\_\_\_\_\_  
Gary Catherwood  
Consultant

\_\_\_\_\_  
Brent Reid  
Business Agent

\_\_\_\_\_  
Matt Neild  
Facility Manager

\_\_\_\_\_  
Andrew Walters  
Plant Committee

\_\_\_\_\_  
Steve McKinney  
Operations Manager

\_\_\_\_\_  
Ken Negrin  
Plant Committee

\_\_\_\_\_  
Sandi McManus  
National Representative



**LETTER OF UNDERSTANDING #1**

BETWEEN

COVANTA BURNABY RENEWABLE ENERGY ULC.  
(hereinafter referred to as "The Company")

AND

**UNIFOR, LOCAL 433**  
(hereinafter referred to as "the Union")

**Re: Project Work**

1. In order to accommodate and encourage the participation of bargaining unit employees in special project work, the parties agree to an eight (8) hour, Monday to Friday day worker shift schedule. Hours of work would normally be 8:00 A.M. to 4:30 P.M. with a one half hour unpaid lunch and two (2) fifteen (15) minute paid breaks.
2. Participation in special projects is voluntary. The Company will endeavour to give opportunities to as many qualified employees as practical.
3. The work week will be forty (40) hours of which thirty-six (36) hours will be paid at straight time and four (4) hours at time and one half (1½ x). This overtime payment will be ignored for the purposes of any other overtime calculation.
4. (a) Overtime is defined as:
  - (i) Any hours worked in excess of eight (8) hours in a shift;
  - (ii) Any hours worked before the starting time or after the quitting time of the regular scheduled shift;
  - (iii) Any hours worked on a Statutory Holiday;
  - (iv) Any hours worked on an employee's scheduled day off.
- (b) Overtime will be paid on the following basis:
  - (i) Time and one-half (1½ x) for the first three (3) hours worked in excess of eight (8) hours in a day and double time thereafter.
  - (ii) Double time (2x) for all hours worked on holidays as defined in Section 17 - Holidays.

- (iii) Time and one-half for the first eleven (11) hours worked on an employee's scheduled day off and double time (2x) for all time worked on any subsequent days off during that week.
  - (iv) Double time (2x) for all hours worked in excess of forty-eight (48) hours in a week.
5. Holidays not worked will be paid at eight (8) hours pay.
  6. The requirement for a six (6) month notice to change shift rotation is waived.
  7. Opportunities may be available for both maintenance and operations employees.
  8. It is agreed that this Letter of Understanding, and in particular this shift schedule, are only applicable to project work.

Signed on this day \_\_\_\_\_ of \_\_\_\_\_, 2014.

For the Company:

Covanta Burnaby Renewable  
Energy ULC.

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Gary Catherwood  
Consultant

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Matt Neild  
Facility Manager

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Steve McKinney  
Operations Manager

For the Union:

Unifor Local 433

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Brent Reid  
Business Agent

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Andrew Walters  
Plant Committee

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Ken Negrin  
Plant Committee

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Sandi McManus  
National Representative

**LETTER OF UNDERSTANDING #2**

BETWEEN

COVANTA BURNABY RENEWABLE ENERGY ULC.  
(hereinafter referred to as "The Company")

AND

UNIFOR, LOCAL 433  
(hereinafter referred to as "the Union")

**Re: Relief Supervisors And Lead Hands**

1. It is agreed that the long standing practice of employees who move up to cover for supervision (eg. Relief Supervision) will continue and that in these instances the employee(s) will not be deemed to be either promoted or transferred to a position outside of the bargaining unit. In other words, bargaining unit employees who perform Relief Supervision work will maintain their status as bargaining unit employees.
2. The Union recognizes the special role and responsibilities of the Lead Hand and Relief Supervisor positions and supports the right and responsibility of these positions to fully report to management on details of the shift under their control. This responsibility will include but not be limited to any issues related to safety, quality, productivity and the conduct of the people under their control in regard to these issues or any Company policy or rule.

The Union also fully supports the responsibility of the Lead Hand and / or Relief Supervisor to direct the activities of the people under their control in the performance of all aspects of their job duties and will advise their members that the authority of the Lead Hand and Relief Supervisor is to be accepted in the same way as that of a supervisor.

It is understood that the Lead Hand and Relief Supervisor. will not administer discipline but may make the Company aware of personnel problems or disciplinary issues. However, before taking this action, the Lead Hand and or Relief Supervisor will take the following steps:

- (i) The Lead Hand and/or Relief Supervisor will make a reasonable effort to work out whatever problem may exist with the employee(s) involved.

- (ii) Should there be no resolution at Step i) above, then the Lead Hand and/or Relief Supervisor will seek the assistance of the Union to resolve the problem.
- (iii) If there is no resolution at Step ii) above, then the Lead Hand and/or Relief Supervisor may take the problem to the Company.

It is agreed that this Letter of Understanding may be cancelled by either party with sixty (60) days written notification. Before serving written notice however, the parties agree they will meet to try and work out whatever issues or concerns have arisen.

Signed on this day \_\_\_\_\_ of \_\_\_\_\_, 2014.

For the Company:

For the Union:

Covanta Burnaby Renewable  
Energy ULC.

Unifor Local 433

\_\_\_\_\_  
Gary Catherwood  
Consultant

\_\_\_\_\_  
Brent Reid  
Business Agent

\_\_\_\_\_  
Matt Neild  
Facility Manager

\_\_\_\_\_  
Andrew Walters  
Plant Committee

\_\_\_\_\_  
Steve McKinney  
Operations Manager

\_\_\_\_\_  
Ken Negrin  
Plant Committee

\_\_\_\_\_  
Sandi McManus  
National Representative

**SICK TIME GUIDELINES**

1. Administration will be consistent with 31.03 of the Collective Agreement.
2. The Company will pay employee wages for absences resulting from the employee's own illness or non-occupational injury when the circumstances require the employee to be absent.
3. Each January 1<sup>st</sup>, the employee shall be granted six (6) sick days (seventy-two (72) hours for operations workers) or eight (8) sick days (seventy-two (72) hours for maintenance workers) with full pay to be used during the calendar year at the employee's discretion, to cover one (1) or more of the first three (3) days of any absence. Short term disability coverage shall be effective from the fourth (4<sup>th</sup>) day of each absence.
4. The Company will pay the employee for any unused sick time referred to above as of December 31<sup>st</sup> of each year.
5. The employee may use one (1) or more of the sick hours on the first (1<sup>st</sup>), second (2<sup>nd</sup>), or subsequent occurrences until all hours are used.
6. After the hours referred to in point 3 are used, the Company will not pay for any of the first three (3) days of an absence in that calendar year.
7. For the first (1<sup>st</sup>) or any subsequent occurrences, the Company will pay the fourth (4<sup>th</sup>) and subsequent days of absence arising from that occurrence at full pay provided the employee provides proof of continuing disability from the employee's doctor on a Company form.  
  
This form will not ask for any private information such as diagnosis; rather it will certify whether the employee is totally disabled from coming to work; it will identify when the employee is expected to be able to return to full duty; and it will identify if the employee can return to light duty and if so, what are the limitations.
8. If the employee is still disabled after twenty-six (26) weeks, the Great West Life Long Term Disability Plan will apply.

## **EXPOSURE CONTROL HEALTH MONITORING PLAN (“ECP”)**

Covanta Burnaby (“the Company”) employees are exposed to air contaminants that are potentially hazardous to their health. The Company is legally required to implement an exposure control plan (“ECP”) when exposure monitoring under section 5.53(3) of Worksafe BC Occupational Health and Safety Regulations indicates that a worker is or may be exposed to an air contaminant in excess of 50% of its exposure limit; measurement is not possible at 50% of the applicable exposure limit, or otherwise required by regulation.

The purpose of health monitoring is to protect workers from developing occupational disease by detecting biological indicators or adverse health effects at an early stage. Action can be taken to prevent, reverse, reduce the severity, or arrest the progression of the adverse health effect or disease. The results of health monitoring are also useful in evaluating the effectiveness of the exposure control plan, particularly when it cannot be evaluated by exposure monitoring alone.

The Company is recommending the following Exposure Control Plan consistent with Worksafe BC regulations; specifically G5.54-5 “Health Monitoring”.



### **1. Testing Facilities:**

Covanta has contracted with Core Medical Clinic of New Westminster to provide all services related to the ECP. Should employees agree to utilize this service, they will be scheduled to attend the clinic on "company time", usually during the designated training days. Should the employee prefer to attend a clinic or facility of their choosing they will be required to do so on their own time. It is recommended that employees use the services of an Occupational Health Physician, rather than a General Practitioner for these testing requirements, due to the specific and specialty nature of their employment.

### **2. Reimbursement/Payment for Testing Services**

Employees choosing to attend the company sponsored clinic will not be required to remit any payment to the clinic for those services. Employees wishing to attend an alternate clinic will be responsible for paying for those services at the time they are rendered and will be reimbursed in full by the company under the following conditions:

- A) Upon submission to the company of official receipts, and results of lead and cadmium results for annual testing
- B) Upon submission of official receipts for bi-annual testing and confirmation of completion of requested protocols, or listing of protocols completed. The company will not reimburse for tests not listed in the bi-annual protocol listed in Safety Procedure 7A.

### **3. Reporting Test Results**

Employees utilizing the Company sponsored clinic are requested to consent to release of blood lead and cadmium test results to Covanta. Employees using an alternate clinic are requested to submit these results in conjunction with their submission of receipts for re-imburement.

No employee will be penalized or disciplined in any way relative to a high exposure level for any of the substances listed above.

### **4. Record Retention**

Covanta will require that CORE or any other facility utilized by the Company pursuant to this ECP, maintain and keep any records in strictest confidence according to the BC Personal Information Protection Act and pursuant to standard guidelines and currently accepted practices of regulatory bodies and recognized occupational health organizations. Covanta agrees that it will keep any record which it obtains through this ECP at its facility in Burnaby under security according to PIPA requirements and that it will not transmit or otherwise send the record outside Canada.

#### **Bi-Annual Physical Exams**

In further recognition and support of promoting a healthy and active lifestyle, Covanta also recommends that all employees undergo a physical exam by an Occupational Health doctor every two years. Recommended protocols are found in Covanta Safety Procedure 7A, and will be provided to employees prior to their

scheduled exam should they wish to participate in this element of the program. Results of this testing remain confidential between the employee and the attending physician and will not be disclosed to the Company.

Consistent with this objective, Covanta Burnaby ("the Company") and UNIFOR, Local 433 agree to jointly support and encourage employee participation in the ECP and this Memorandum of Agreement ("MOA") encompassing the specific and limited nature of voluntary periodic testing of employee exposure levels to lead and cadmium and in full recognition and consideration of employee privacy-laws governing disclosure and retention of confidential employee medical information.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_