

**COLLECTIVE AGREEMENT**

**Between**

**COVANTA**

**COVANTA BURNABY  
RENEWABLE ENERGY, ULC**

**And**



**UNIFOR**

**Local433**

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

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### **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.

**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

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.

## **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.

**(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



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.

## **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:

(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.

- (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 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.

- (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.

## 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.

## **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



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:

(\$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.

**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:

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

- (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:

	Effective Jan. 1, 2014	Effective Jan. 1, 2015	Effective Jan. 1, 2016
<u><b>JOB CATEGORIES</b></u>			
<u><b>Operations Department</b></u>			
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%
<u><b>Maintenance Department</b></u>			
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**

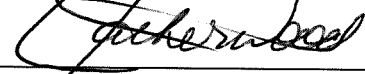
All wage rates listed for January 1, 2014 are to be increased, on January 1, 2015, by the Vancouver C.P.I. for the period from August 2013 to August 2014, or by 2.0%, whichever is greater. On January 1, 2016 the wage rates shall be increased by 2.5% or C.P.I. (whichever is greater)

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)

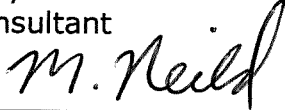
Signed on this day 14<sup>TH</sup> of JULY, 2014.

For the Company:

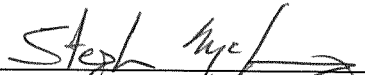
Covanta Burnaby Renewable  
Energy ULC.



Gary Catherwood  
Consultant



Matt Neild  
Facility Manager



Steve McKinney  
Operations Manager

For the Union:

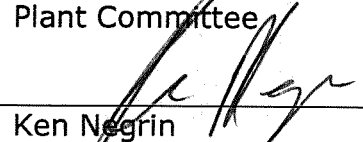
Unifor Local 433



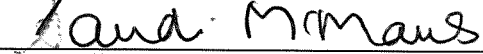
Brent Reid  
Business Agent



Andrew Walters  
Plant Committee



Ken Negrin  
Plant Committee



Sandi McManus  
National Representative

- (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.

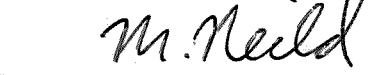
Signed on this day 14<sup>TH</sup> of JULY, 2014.

For the Company:

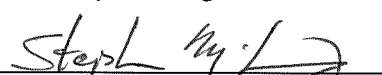
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Operations Manager

For the Union:

Unifor Local 433



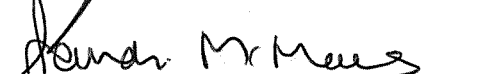
Brent Reid  
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National Representative

- (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 14<sup>TH</sup> of JULY, 2014.

For the Company:

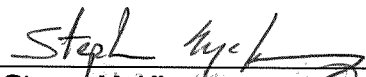
Covanta Burnaby Renewable  
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Consultant



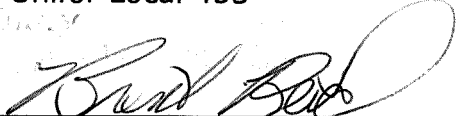
Matt Neild  
Facility Manager



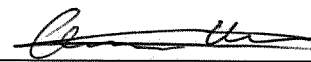
Steve McKinney  
Operations Manager

For the Union:


Unifor Local 433



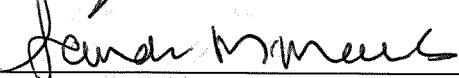
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National Representative



## **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.

Signed on this day 14<sup>TH</sup> of JULY, 2014.

For the Company:

Covanta Burnaby Renewable Energy ULC.



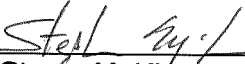
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Gary Catherwood  
Consultant



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Matt Neild  
Facility Manager



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Steve McKinney  
Operations Manager

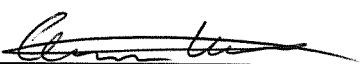
For the Union:

Unifor Local 433



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Brent Reid  
Business Agent



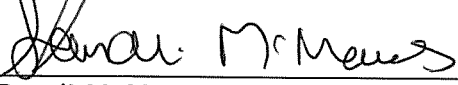
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Andrew Walters  
Plant Committee



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Plant Committee



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National Representative