

COLLECTIVE AGREEMENT

BETWEEN:

A.B.C. RECYCLING LTD.

AND:

**MARINE WORKERS' & BOILERMAKERS'
INDUSTRIAL UNION, LOCAL NO. 1**

2011 - 2016

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THIS AGREEMENT, made this _____ day of _____, 2011;

BETWEEN:

A.B.C. RECYCLING LTD.

(hereinafter referred to as "the Company")

AND:

**MARINE WORKERS' & BOILERMAKERS'
INDUSTRIAL UNION, LOCAL NO. 1**

(hereinafter referred to as "the Union")

WHEREAS the parties hereto have agreed to enter into a collective agreement upon the terms and conditions hereinafter set forth with respect to employees of the Company employed in the job classifications under the jurisdiction of the Union;

AND WHEREAS the Company has agreed to recognize the Union as the bargaining representative of the said employees, subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I - UNION SECURITY AND RECOGNITION, MANAGEMENT RIGHTS

1.01 Employees, wherever mentioned in this Agreement shall not be deemed to include persons employed in a confidential capacity, or having authority to employ or discharge employees.

1.02 The Company agrees that all present and all future employees must be members of this Union and remain in good standing throughout the life of this Agreement.

1.03 The Company agrees to a compulsory irrevocable check-off covering union dues for all employees coming under the jurisdiction of this Union. Union dues are to be withheld and remitted commencing with the first month of the probationary employee's start date.

1.04 The management of the Company and the direction of the work force is vested exclusively with the Company.

1.05 The Company agrees to place all orders for workers with the Union. In the event the Union is unable to supply workers, the Company may hire workers, subject to Article 1.02 of this Agreement.

ARTICLE II - HOURS OF WORK, SHIFT WORK AND OVERTIME

2.01 Because of certain prevailing conditions in the industry, it is understood and agreed to by the Union, that the Company may operate on a forty-eight (48) hour weekly basis Monday and Saturday, therefore the standard work day shall consist of eight (8) hours and the standard work week shall consist of one of two (2) forty (40) hour regular shifts, Monday to Friday or Tuesday to Saturday, inclusive falling between the hours of 6:30 a.m. and 4:30 p.m. being eight hours plus one half hour lunch break.

2.02 (a) All time worked on Saturday by the Monday to Friday standard shift will be paid at the overtime rate of time and one half for the first five and one half (5.5) hours and double time thereafter. All time worked on Sunday will be paid for at the rate of double time. In assigning overtime to employees, the Company will distribute the work as equally as possible. Said overtime not volunteered for by the employees will be assigned on a seniority basis.

(b) All time worked on Monday by the Tuesday to Saturday standard shift will be paid at the overtime rate of time and one half for the first five and one half (5.5) hours and double time thereafter. All time worked on Sunday will be paid for at the rate of double time. In assigning overtime to employees, the Company will distribute the work as equally as possible. Said overtime not volunteered for by the employees will be assigned on a seniority basis.

(c) Where possible, assigned overtime shifts will be distributed equally between employees.

2.03 (a) Seven and one half (7 1/2) hours will constitute one (1) day's work on the afternoon shift, including the breaks, between the hours of 2:30 p.m. and 10:00 p.m. Monday to Friday inclusive, for which forty (40) hours shall be paid. Starting time, stopping time and breaks can be adjusted by mutual agreement.

(b) Six and one half (6 1/2) hours shall constitute one (1) day's work on the third shift, for which eight (8) hours shall be paid, and thirty-two and one half (32 1/2) hours shall constitute a week's work for which forty (40) hours shall be paid.

(c) Shift work will be allocated on a seniority basis by mutual agreement wherever possible.

2.04 Three (3) full shifts must be worked by a second and third shift worker before

that shift can be established, otherwise overtime rates shall be paid. Overtime shall not be paid to employees who are substituting for, or replacing employees who are unable to work in any given shift.

2.05 Any work done in addition to the above hours shall be paid at the rate of time and one half for the first four (4) hours and double time thereafter, every effort being made to eliminate excessive overtime.

ARTICLE III - LUNCH PERIOD AND COFFEE BREAKS

3.01 Employees shall not be asked to take more than one half (1/2) hour for lunch period.

3.02 There shall be two (2) fifteen (15) minute coffee breaks.

ARTICLE IV - HIRING AFTER STARTING TIME

4.01 Every employee covered in the certification shall be paid not less than four (4) hours if hired after starting time.

ARTICLE V - CHANGES TO WORK SCHEDULE

5.01 The Company shall not make any changes with respect to one or more employees in the standard work weeks, shifts per day, number of hours worked and lunch periods, without consulting the Union.

5.02 Any employee who starts work after the starting time of the first half of any shift, and resumes work in the second half of the same shift, shall be paid full time for the second half of the shift, but only the actual time worked in the first half of the shift; however, to receive the guaranteed second half of the shift, the new employee must be suitable for the position for which they were hired.

5.03 Any employee requested to continue working on completion of their shift shall be paid overtime for the actual period worked. Any employee not requested to continue working, but who is subsequently re-called from home shall be paid a minimum of four (4) hours at the applicable rate.

ARTICLE VI - WAGE RATES

6.01 (a) Wage rates for employees of Burnaby operations shall be paid in accordance with Schedule "A" attached hereto.

(b) Wage rates for employees of Campbell River operations shall be paid in accordance with Schedule "B" attached hereto.

6.02 Students may be employed for the months of May to September inclusive. It is agreed that students will not perform duties that encroach upon full-time work of present employees.

6.03 "Part-time" means those employees who work thirty-two (32) hours or less per week.

6.04 New employees with relevant appropriate experience will be hired at full rates once their probationary period is successfully completed.

6.05 No employee shall have a reduction below their present wages by reason of the signing of this Agreement.

6.06 The rate of pay for Shear Operator #2 will only be paid while the employee is actually working on the shear. The employer guarantees a minimum of four (4) hours work on the shear when the employee works on the machine.

6.07 Wage rates specified under (incumbent) in any classification described on Schedule A shall be defined as those employees currently employed in said categories at the date of signing of this agreement.

ARTICLE VII - EMPLOYEE INJURIES

7.01.1.1 Any employee suffering injury while in the employ of the Company must, if possible, report immediately to the First Aid Department and also report to said Department on returning to work.

ARTICLE VIII - CALL BACKS AFTER REGULAR SHIFT

8.01 In the event of employees being called back to work after their regular shift and prior to starting time of the following shift, said employees shall be paid double time.

ARTICLE IX - STATUTORY HOLIDAYS

9.01 Double time shall be paid for all work performed on the following Statutory Holidays:

New Year's Day
Good Friday
Easter Monday

Labour Day
Thanksgiving Day
Remembrance Day

Victoria Day
Canada Day
B.C. Day

Christmas Day
Boxing Day

9.02 The following Statutory Holidays, or the days which are designated for them, shall be observed:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other days that may be stated as legal holidays by the Federal and/or Provincial Governments. Statutory Holidays falling on a Saturday or Sunday shall be observed on the Monday and/or Tuesday next following and, if worked, to be paid at double time rates.

9.03 In either of the above cases, if a day or days, other than Monday or Tuesday is officially declared as the holiday by the Provincial or Federal Government, then that day, or days, will be the holiday and not the Monday and Tuesday as outlined above.

In all the above situations, the day upon which the holiday is observed will be the holiday for the purpose of this Agreement.

9.04 To qualify for Statutory Holiday pay:

- (a) an employee must have worked nine (9) days in the two (2) two-week pay periods, or four (4) one-week pay periods, which said pay periods shall be either the one (1) or three (3) (as the case may be) preceding the Statutory Holiday and the one in which it falls, and
- (b) if work is available and the employee is required to work, the employee must have worked on the day following Statutory Holiday. If the holiday falls on a Friday (other than Good Friday) the employee must have worked on the next scheduled working day.

ARTICLE X - TEMPORARY WORK IN HIGHER OR LOWER CLASSIFICATIONS

10.01 In the event of any employee being temporarily employed at a higher paid class of work other than their own, the full hourly rate of pay agreed to for such classification shall be paid only for the time so worked.

10.02 Any employee asked to do temporary work at a classification with a lower hourly rate of pay shall receive their usual rate of wages.

ARTICLE XI - VACATIONS

11.01 Employees with less than two (2) years service with the Company shall receive vacations in accordance with the Employment Standards Act, to a maximum of ten (10) working days.

11.02 (a) Time off must be taken for vacation period.

(b) The Company will accumulate employees' vacation pay, which shall be paid at the time the employee takes their vacation(s).

11.03 Vacation to be arranged between parties to this Agreement at a mutually agreeable time after the end of the vacation year.

11.04 Employees who have completed two (2) years service with the Company shall be entitled to three (3) weeks vacation that year and pay at the rate of six per cent (6%) of gross earnings.

11.05 For the purpose of establishing qualifications of two (2) years of service with the Company, the following shall apply:

An employee must have worked fifty-two (52) pay periods in the service of the Company (only pay periods in which the employee has worked five (5) or more shifts to count).

11.06 Employees who have completed six (6) years service with the Company shall be entitled to four (4) weeks vacation that year and pay at the rate of eight per cent (8%) of gross earnings.

11.07 For the purpose of establishing qualifications of six (6) years of service with the Company, the following shall apply:

An employee must have worked one hundred and fifty-six (156) pay periods in the service of the Company (only pay periods in which the employee has worked five (5) or more shifts to count).

11.08 Employees who have completed ten (10) years service with the Company shall be entitled to five (5) weeks vacation that year and pay at the rate of ten per cent (10%) of gross earnings.

11.09 For the purpose of establishing qualification of ten (10) years of service with the Company, the following shall apply:

An employee must have worked two hundred and sixty (260) pay periods in the service of the Company (only pay periods in which the employee has worked five (5) or more shifts to

count).

11.10 Employees who have completed twenty-five (25) years service with the Company shall be entitled to six (6) weeks vacation that year and pay at the rate of twelve per cent (12%) of gross earnings.

11.11 For the purpose of establishing qualification of twenty-five (25) years of service with the Company, the following shall apply:

An employee must have worked six hundred and fifty (650) pay periods in the service of the Company (only pay periods in which the employee has worked five (5) or more shifts to count).

11.12 Time off for sickness or injury to a maximum of six (6) months shall be deemed as working period for vacation accumulation purposes under this Article.

11.13 Any employee claims being accepted by the Workers' Compensation Board will result in the recipient receiving credit for time lost as a result of such claims, for vacation accumulation.

11.14 Any employee who is within four (4) weeks of qualifying in any of the above clauses will be considered to have qualified, and shall be entitled to their vacation time accordingly, provided that they return to work and fulfill any financial obligation to the Company.

11.15 The Company will show up-to-date accumulated holiday pay on every pay stub.

ARTICLE XII - TERMINATION OF SERVICE

12.01 Service with the Company shall be considered broken by:

- (a) Any employee who quits of their own accord.
- (b) An employee who is discharged for "just cause" and who is not reinstated by the Company under the process of the Grievance procedure in the Agreement.
- (c) An employee who is out of the service of the Company for an unbroken period of more than one (1) year, for any reason.
- (d) An employee with less than one year service with the Company, who is out of the service of the Company for an unbroken period of more than six (6) months, for any reason.

ARTICLE XIII - BEREAVEMENT PAY

13.01 In the case of death in the family of an employee registered on the seniority list:

- (a) Leave of absence with pay shall be granted for a period of one (1) to three (3) consecutive working days, where requested, for the purposes of attending or arranging the funeral; the allowance granted shall be stated by the Company based on consideration both of geographical location and circumstances involved in the bereavement; or
- (b) Leave of absence with pay shall be granted for a maximum of one (1) working day, where requested, for purposes other than attending or arranging the funeral.

13.02 Family is defined as mother, father, step-mother, step-father, spouse, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and employee's child or children.

13.03 The employee must notify the Company when a leave of absence is required prior to the commencement of such leave.

ARTICLE XIV - SEVERANCE PAY

14.01 If, during the term of this agreement the employment of an employee is terminated due to total plant closure, for reasons other than those set out in Section 2 below, the Company in addition to accrued vacation pay, shall pay an employee the following:

<u>Seniority</u>	<u>Severance Pay</u>
Less than five (5) years	No severance pay
Five (5) years	Five Hundred Dollars (\$500.00)

For each year thereafter an employee would receive an extra Two Hundred dollars (\$200.00) for each additional full year of service, up to a maximum of fifteen (15) full years of service.

14.02 The above section does not apply when plant closure follows a labour dispute or an enactment by any level of government.

ARTICLE XV - WELFARE PLANS

15.01 Effective June 1, 2011, the Company will contribute two dollars and fifteen cents (\$2.15) per hour earned for each employee, excluding those on probation, to the Union Welfare Plan.

15.02 Effective June 1, 2013, the Company will contribute two dollars and twenty cents (\$2.20) per hour earned for each employee, excluding those on probation, to the Union Welfare Plan.

15.03 Effective June 1, 2014, the Company will contribute two dollars and twenty-five cents (\$2.25) per hour earned for each employee, excluding those on probation, to the Union Welfare Plan.

15.04 Effective June 1, 2005, the Company will contribute fifty cents (\$0.50) per hour earned for each employee excluding those on probation, to the Union Long Term Disability Plan.

15.05 The above clauses to be re-opened if necessary to adjust the rates payable to the Union Welfare Plan and the Union Long Term Disability Plan.

15.06 The monies submitted under this Article will be forwarded to the Union not later than the 15th day of the month following the month for which the contribution is made.

15.07 As of the first day of June, 2002, the Company will contribute one dollar and fifty cents (\$1.50) per hour earned for each employee, excluding those on probation, to the Union Pension Plan.

15.08 Effective June 1, 2011, the Company will contribute one dollar and sixty cents (\$1.60) per hour earned for each employee, excluding those on probation, to the Union Pension Plan.

15.09 Effective June 1, 2012, the Company will contribute one dollar and seventy-five cents (\$1.75) per hour earned for each employee, excluding those on probation, to the Union Pension Plan.

15.10 Effective June 1, 2014, the Company will contribute one dollar and eighty-five cents (\$1.85) per hour earned for each employee, excluding those on probation, to the Union Pension Plan.

15.11 The Union will submit an audited statement of the Union Welfare Plan on an annual basis.

15.12 The Union will notify the Company of any employee upon his or her placement on wage indemnity.

ARTICLE XVI - SENIORITY

16.01 Employees who have been in the employ of the Company for less than sixty (60) working days shall be considered probationary employees and shall have no seniority. After completion of such probationary period, the seniority of the employee concerned shall be backdated sixty (60) days.

16.02 Seniority shall be considered broken if:

- (i) Dismissal for just cause and wherein the employee is not reinstated under the Grievance Procedure provisions of this Agreement.
- ii) Resignation.
- iii) Not answering their second call-back within twenty-four (24) hours given by telephone and confirmed by registered letter from the Company to the Union Office. For clarity, a second call-back is defined as:
 - (a) A call-back made by the Company after the employee's temporary employment elsewhere (which prevents his returning to work after the first call-back) has terminated; or
 - (b) A call-back made by the Company not less than thirty (30) days from the date of the first call-back and made as a result of the failure of the employee to return to work after their first call-back; whichever shall first occur.

16.03 During a prolonged absence from work due to accident or injury covered by Workers' Compensation, an employee will continue to accrue seniority for a period not to exceed one (1) year, provided that they will not continue to accrue seniority after a date at which they would normally have been laid off if they were at work.

16.04 An employee shall continue to accrue seniority if off sick for a period of one (1) year provided that they will not continue to accrue seniority after a date at which they could normally have been laid off if they were at work. Employees who are absent from work by reason of lay-offs or sickness shall keep the Company advised of their current telephone number and home address.

16.05 Employees are required to notify the Company of their intended absence prior to commencement of their shift, except under exceptional circumstances. For second and third shifts, notice must be given no later than twelve (12:00) noon of the work day.

16.06 An employee who has less than one year service with the Company, who has seniority, shall maintain this seniority on lay-off up to a period of six (6) months. An employee of more than one year service with the Company, who has seniority, shall maintain this seniority on lay-off up to a period of one (1) year.

16.07 Leave of absence shall mean absence from work requested by the employee and consented to in writing by the Company covering such period of time. Leave of absence shall not be granted to an employee seeking seasonal employment and the Company is under no compulsion at any time to grant a leave of absence, for any reason.

16.08 In all cases of lay-off, transfer, demotion, upgrading, re-hiring after a lay-off and promotion other than appointment to senior positions, precedence shall be given to those employees having the longest service, providing always that the employees in question are, in the opinion of the Company, of relatively equal skill, competence and efficiency. The Company will not exercise its discretion in an arbitrary or discriminatory manner.

16.09 In the event of temporary lay-off due to a breakdown of machinery or some similar situation, such as failure to receive expected deliveries, which lay-off is not expected to last longer than twenty-four (24) hours, employees immediately affected will be laid off temporarily. This lay-off, if caused by weather, fire, accident, etc., and regardless of length of time involved, the order of lay-off is to be at the Company's discretion.

16.10 Jury Duty – the Company will pay an employee normal standard pay for the time necessarily lost from work and the amount of the remuneration received by the employee for such jury duty is to be turned over to the Company.

16.11 The Company may discharge an employee who abuses the provisions of Article 16.10.

16.12 The Company will notify the Shop Steward forty-eight (48) hours before lay-offs wherever possible, or if the Shop Steward is not available, the Company will telephone the Union.

16.13 The Company shall supply the Union with an up-to-date seniority list every six (6) months.

ARTICLE XVII - GRIEVANCE PROCEDURE

17.01 Individual grievances shall be adjusted and finally settled without stoppage of work, as follows:

- (a) The matter shall be discussed between the Shop Steward and the Foreman. Failing settlement, step (b) shall be invoked.
- (b) The matter shall be discussed between Management and the Union's representative. Failing settlement, step (c) shall be invoked.
- (c) The Union or the Company shall notify the other in writing of the question or

questions to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement, the other party shall, within five (5) days, appoint its representative and give notice in writing of such appointment to the other party. The two representatives shall endeavour to select a third representative to act as Chairman of the arbitration board. If the two representatives fail to select the third representative within three (3) days, they shall forthwith request the Industrial Relations Council to appoint a chairman. The decision of the arbitration board shall be by majority vote and shall be binding upon the Union, the Company and the employees.

17.02 Should any matter be settled in any of the above steps, the settlement shall be final and binding upon all parties to the dispute.

17.03 In the event an employee is discharged from their employment with the Company and intends to grieve such discharge, the said employee shall present a written grievance to the employer within ten (10) working days of discharge.

17.04 All differences concerning the interpretation or violation of this Agreement shall be adjusted between said bargaining representatives and the Management of the Company.

ARTICLE XVIII - WORKING WITH COMPANY TOOLS

18.01 No employee shall be paid off until he produces receipt for all tools or any equipment (property of the Company) that may have been issued to said employee.

18.02 The workers shall not be held responsible for any accidental breakage or loss of tools, the property of the Company, through no fault of their own, but every employee is charged with the responsibility of protecting the Company's property.

ARTICLE XIX - DISCHARGE FOR CAUSE

19.01 Nothing in this Agreement shall restrict the right of the Company to discharge any employee for cause, provided that no employee shall be discriminated against for carrying out the Union policy.

ARTICLE XX - TERM OF AGREEMENT

20.01 Five (5) year agreement - from June 1st, 2011 up to and including May 31st, 2016.

20.02 Either party hereto may at any time within four (4) months immediately prior to

the expiry date, by written notice, require the other party to enter into negotiations for the renewal of the Agreement, and both parties shall within five (5) days after the date of notice enter into negotiations in good faith and make every reasonable effort to secure a renewal.

ARTICLE XXI - TRAVEL TIME ALLOWANCE

21.01 Employees required to work outside the shop, inside the City limits, or within twenty-five (25) miles of the City, shall travel to and from the job on Company time.

21.02 Employees required to work at outside points more than twenty-five (25) miles outside the City limits shall be paid traveling time at the rate of one (1) day for each day lost traveling, and shall be provided with room and board, and transportation, and field scale rate of twenty (\$0.20) cents per hour above the shop rate shall apply.

ARTICLE XXII - SAFETY AND HEALTH

22.01 When an employee is injured at work and unable to complete their shift, the employee is to be paid for the entire shift.

22.02 The employer will pay fifty per cent (50%) of the cost of suitable gloves to employees when the same are required.

22.03 The employer will supply proper protective clothing, including rubber boots and gloves to employees when working with acids.

22.04 The employer will hold monthly safety meetings in conformity with Workers' Compensation Board regulations.

22.05 The Company agrees to purchase and supply a maximum of one (1) pair of safety boots and one set of rain gear per year to its non-probationary employees, on the following terms:

- (a) Old boots must be turned into the Company on request.
- (b) The Company will contribute One hundred twenty-five dollars (\$125.00) towards the cost of the said boots and a further Thirty dollars (\$30.00) towards the cost of the safety rubber boots. Fulltime torchburners will receive an additional Thirty dollars (\$30.00) towards the cost of the safety rubber boots. The Company will also contribute Fifty dollars (\$50.00) to fulltime torchburners as a clothing allowance.
- (c) The cost of the said boots in excess of One hundred twenty-five dollars (\$125.00) shall be deducted from the employee's pay in equal installments over a period of two (2) months from the date the boots are supplied to the

employee. If said employee leaves employment prior to the full recovery of the cost of the boots, the remaining amount shall be deducted from the employee's final pay cheques.

ARTICLE XXIII - CONTRACTING OUT

23.01 The employer shall not contract out work currently being performed by bargaining unit members.

23.02 In the event the employer wishes to contract out certain work now being performed by bargaining unit members, which work has become economically unreasonable for the employer to perform, the employer shall first discuss the matter with the Union in an endeavour to resolve the issue. In the event the parties are not able to resolve the issue, it will be referred to an arbitration board to determine whether the work is economically unreasonable for the employer to perform.

ARTICLE XXIV - TECHNOLOGICAL CHANGE

24.01 The employer will give to the Union, in writing, at least ninety (90) days notice of any intended technological change that:

- (i) affects the term and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies, and
- (ii) alters significantly the basis upon which the Collective Agreement applies.

24.02 Where the employer introduces or intends to introduce such technological change the Company and the Union will meet to discuss the training and re-training of employees, the finding of alternate employment opportunities with the plant, and/or severance pay.

24.03 In the event the parties to this Collective Agreement are unable to settle these issues in direct negotiations, either party may refer the matter directly to an arbitration board, pursuant to Article 19.04 of this Collective Agreement, by-passing all other steps in the grievance procedure.

ARTICLE XXV - JOB POSTING

25.01 All job vacancies resulting from an employee transferring to another job classification according to the job posting procedure or leaving the employ of the Employer, and all new jobs, shall be posted for five (5) consecutive working days in a conspicuous place at the Company's premises. Employees desiring to post into a new job shall apply in writing within twenty-four (24) hours after the expiry of the posting.

25.02 Job vacancies do not include temporary job vacancies resulting from such things as holidays, illness, accident, or leaves of absence.

25.03 Job postings will be established as follow:

- (a) Preference in selection shall be given to the employee in the bargaining unit who, in the Company's opinion (in consultation with the Head Shop Steward), has the ability and qualifications to perform the work;
- (b) Where the ability and qualifications of two (2) or more employees are relatively equal, preference shall be given to the most senior employee applying for the posted job;
- (c) It is understood that applicants for a job posting in the classification of mechanic and the classification of truck driver must have the following qualifications:

Mechanic - Master mechanic ticket.

Truck Driver - Class I Driver's License.

- (d) There shall be a ten (10) working day training and orientation period for successful applicants in all job classifications who shall be given proper instructions by a person designated by the Employer. Employees who do not successfully complete their training and orientation period will revert to their former positions.
- (e) Where the above procedure results in the transfer of an employee to a new classification, that employee shall be on probation in his new job for sixty (60) working days, during which time he may be returned to his former job, if in the Company's opinion he does not make satisfactory progress.
- (f) If there are no applicants within the bargaining unit suitable for selection, then the Company may fill the vacancy by hiring outside the bargaining unit.

25.04 Notwithstanding Subsections 1 to 3 of this Article, the Company shall have the right to place any employee into a job vacancy on a temporary basis without regard to seniority.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized and have caused their common seals to be affixed in the presence of such officers at the City of Vancouver, in the Province of

British Columbia, this day of , 2011.

FOR THE COMPANY:

FOR THE UNION:

/nb: cope15

SCHEDULE "A" - BURNABY

	Effective June 1/11	Effective June 1/12	Effective June 1/13	Effective June 1/14	Effective June 1/15
Arc Welder (incumbent)	27.86	28.69	29.27	30.14	31.05
Mechanic, Heavy Duty Mechanic (must hold a Heavy Duty certificate)	26.70	27.50	28.05	28.90	29.76
General Mechanic – required to do everyday maintenance as required and to assist the Heavy Duty Mechanic	22.80	23.48	23.95	24.67	25.41
Crane Operator/Backhoe Operator – incumbent	24.50	25.24	25.74	26.51	27.31
Start to 6 months	22.64	23.32	23.79	24.50	25.24
Over 6 months	23.75	24.46	24.95	25.70	26.47
Truck Driver					
Start to 6 months	21.44	22.08	22.53	23.20	23.90
Over 6 months (must have class #1 license)	23.23	23.92	24.40	25.13	25.89
Shear Operator # 1 - must have proven experience in hydraulics and be able to repair and maintain the shear and do other duties as directed.	23.76	24.47	24.96	25.71	26.48
Shear Operator # 2 – must be able to operate and attend to normal operating functions and minor repairs on the shear. Rate of pay while working on the shear	20.94	21.57	22.00	22.66	23.34
Press Operator (incumbent)	21.15 23.76	21.79 24.47	22.23 24.96	22.89 25.71	23.58 26.48
Yardman – new employee to be general heavy duty equipment operator, but not fully qualified crane operator.					
Start to three months.	16.49	16.99	17.33	17.85	18.38
Three to Six months.	18.42	18.97	19.35	19.93	20.53
Over six months.	19.76	20.35	20.76	21.38	22.02
General Yard Foreman	25.90	26.67	27.21	28.02	28.87
Schedule "A" Burnaby (cont'd)	Effective	Effective	Effective	Effective	Effective

	June 1/11	June 1/12	June 1/13	June 1/14	June 1/15
Metalman start to three months over three months (present incumbent only)	18.42 22.12	18.97 22.79	19.35 23.24	19.93 23.94	20.53 24.66
Torch Burner Start to six months Over six months Over one year	16.78 19.05 20.79	17.28 19.63 21.41	17.63 20.02 21.84	18.16 20.62 22.49	18.70 21.24 23.17
Student	10.74	11.06	11.28	11.62	11.97
Arc Welder	22.16	22.83	23.29	23.98	24.70
Labourer	13.59	13.99	14.27	14.70	15.14

Hourly premium while doing
furnace and battery work;
guarantee of four hours

.25

SCHEDULE "B" – CAMPBELL RIVER

	Effective June 1/11	Effective June 1/12	Effective June 1/13	Effective June 1/14	Effective June 1/15
Backhoe Operator					
Probationary	21.33	21.97	22.41	23.08	23.77
Start – 6 months	22.67	23.35	23.82	24.54	25.27
6 months – 1 year	23.76	24.47	24.96	25.71	26.48
Over 1 year	23.76	24.47	24.96	25.71	26.48
Laboury Operator					
Probationary	21.33	21.97	22.41	23.08	23.77
Start – 6 months	22.67	23.35	23.82	24.54	25.27
6 months – 1 year	23.76	24.47	24.96	25.71	26.48
Over 1 year	23.76	24.47	24.96	25.71	26.48
Portable Baler					
Probationary	21.33	21.97	22.41	23.08	23.77
Start – 6 months	22.67	23.35	23.82	24.54	25.27
6 months – 1 year	23.76	24.47	24.96	25.71	26.48
Over 1 year	23.76	24.47	24.96	25.71	26.48
Crane Operator					
Probationary	21.33	21.97	22.41	23.08	23.77
Start – 6 months	22.67	23.35	23.82	24.54	25.27
6 months – 1 year	23.76	24.47	24.96	25.71	26.48
Over 1 year	23.76	24.47	24.96	25.71	26.48
Torch Burner					
Probationary	16.82	17.32	17.67	18.20	18.75
Start – 6 months	16.82	17.32	17.67	18.20	18.75
6 months – 1 year	19.11	19.69	20.08	20.68	21.31
Over 1 year	21.48	22.13	22.57	23.25	23.94
Welder/Torch Burner					
Probationary	17.50	18.03	18.39	18.94	19.51
Start – 6 months	17.50	18.03	18.39	18.94	19.51
6 months – 1 year	19.77	20.36	20.77	21.39	22.03
Over 1 year	21.48	22.13	22.57	23.25	23.94
Truck Driver					
Probationary	21.47	22.12	22.56	23.23	23.93
Start – 6 months	21.47	22.12	22.56	23.23	23.93
6 months – 1 year	23.23	23.92	24.40	25.13	25.89
Over 1 year	23.23	23.92	24.40	25.13	25.89
Yard Labourer	13.59	13.99	14.27	14.70	15.14

LETTER OF UNDERSTANDING

BETWEEN:

A.B.C. RECYCLING LTD.

AND:

**MARINE WORKERS' & BOILERMAKERS'
INDUSTRIAL UNION, LOCAL NO. 1**

When an existing union employee working at A.B.C. Recycling Ltd. is laid off as a result of shortage of work, he will be entitled to perform work being done by contractors on the following basis.

- wage rate Fourteen (\$14.00) Dollars per hour.
- Coverage by Workers' Compensation
- Maintenance of existing benefits, i.e.:

Medical

Dental

Life Insurance

Weekly Indemnity

DATED this day of , 2011.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

ABC RECYCLING LTD.

AND:

**MARINE WORKERS' & BOILERMAKERS'
INDUSTRIAL UNION, LOCAL #1**

It is understood and agreed by both parties that the Campbell River (CR) operation is different from the Burnaby operation and, accordingly, the current collective agreement is amended to apply to CR as follows:

Separate practice history

The difference between the Burnaby and CR yards in practice history of operations and the related terms of the collective agreement will be kept separate.

i.e. – operation of portable baler in CR will not impact the collective agreement as it applies to Burnaby.

Separate seniority

The seniority of employees covered by the collective agreement will not cross over between Burnaby and CR with the exception of the grand fathering of CR's Gary Knowles who is to continue on the Burnaby list.

Barge loading/unloading and outside jobs

At the time of barge loading/unloading and for outside jobs, starting and stopping times could be adjusted by mutual agreement by two (2) hours. Starting times are between 6:00AM and 8:00AM with overtime paid at a rate of time and one half after eight (8) hours of work.

Article II – Hours of work, shift work and overtime

For Campbell River yard work, the terms in Article II are adjusted to suit operational needs by mutual agreement.

Probationary period

The probationary period is extended from sixty (60) days to ninety (90) days due to distance from head office.

Job classifications and rates of pay

See Schedule 'B' – Campbell River

Note: Portable baler operator applies to operation of baler in the Campbell River yard only; operation outside of yard not covered by collective agreement.

Dated at the City of Burnaby, in the Province of British Columbia,

this day of , 2011.

FOR THE COMPANY:

FOR THE UNION:

