

COLLECTIVE AGREEMENT

BETWEEN:

GFL ENVIROMENTAL SERVICES INC. (KELOWNA)

AND

TEAMSTERS LOCAL UNION No. 213

April 14, 2024 – April 13, 2026

TABLE OF CONTENTS
GFL ENVIROMENTAL SERVICES INC. (KELOWNA)

| ARTICLE | PAGE |
|---|-------------|
| PREAMBLE | 1 |
| 1. PURPOSE OF AGREEMENT | 1 |
| 2. BARGAINING AGENCY AND DEFINITION | 1 |
| 3. MANAGEMENT RIGHTS | 2 |
| 4. DURATION OF AGREEMENT | 2 |
| 5. UNION SECURITY AND DISPATCH PROCEDURES | 2 |
| 6. DEDUCTION OF DUES, ETC | 3 |
| 7. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE | 4 |
| 8. SHOP STEWARDS | 4 |
| 9. WORK CLOTHES, UNION PRODUCTS AND SERVICES | 5 |
| 10. UNION NOTICES | 5 |
| 11. CONFLICTING AGREEMENT | 6 |
| 12. PROTECTION OF RIGHTS | 6 |
| 13. TRANSFER OF TITLE OR INTEREST | 6 |
| 14. GRIEVANCE PROCEDURE | 6 |
| 15. ARBITRATION | 7 |
| 17. TECHNOLOGICAL CHANGE AND RETRAINING | 8 |
| 18. SEVERANCE PAY | 8 |
| 19. PAY DAY AND PAY STATEMENTS, ETC. | 8 |
| 20. ANNUAL VACATIONS | 9 |
| 21. GENERAL HOLIDAYS | 11 |
| 22. SEPARATION OF EMPLOYMENT | 11 |
| 23. SENIORITY | 12 |
| 24. DAYS AND HOURS OF WORK AND OVERTIME | 12 |
| 25. REPORTING AND GUARANTEED HOURS | 13 |
| 28. SAVINGS CLAUSE | 14 |
| 29. INSPECTION PRIVILEGES | 14 |
| 30. SANITARY FACILITIES, ETC. | 14 |
| 31. SAFETY AND HEALTH | 15 |
| 32. HEALTH AND WELFARE PLAN | 15 |
| 33. PENSION PLAN | 16 |
| 34. MEDICAL EXAMINATIONS | 16 |
| 35. TRUCK MAINTENANCE AND SAFETY | 16 |
| 36. CLASSIFICATIONS AND WAGE RATES, ETC. | 17 |
| 37. PAID ELECTION TIME OFF | 17 |
| 38. TOOLS | 17 |
| 39. TRANSFERRED EMPLOYEES | 18 |
| 40. SICK LEAVE PROVISIONS | 18 |
| SIGNATORY RAGE | 18 |
| APPENDIX "A" | 19 |
| LETTER OF UNDERSTANDING NO. 1 | 20 |
| LETTER OF UNDERSTANDING NO. 2 | 21 |

This Agreement entered into this 14th day of April, 2024

BETWEEN: GFL ENVIROMENTAL SERVICES INC. (KELOWNA)
9595 McCarthy Road, Kelowna
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province
of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

NOW THEREFORE, the parties agree hereto as follows:

PREAMBLE

Except, where specifically stated to the contrary, any reference to the masculine gender or feminine gender. In the provisions of this Agreement, shall be considered to apply to all employees equally.

1. PURPOSE OF AGREEMENT

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

2. BARGAINING AGENCY AND DEFINITION

1. The Employer recognizes the Union as the sole collective bargaining agency of the employees at and from 9595 McCarthy Road, Kelowna, BC except admin/office, dispatch and sales.
2. All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 5 herein. As long as bargaining unit members are available, no person outside the bargaining unit shall perform work regularly performed by members of the bargaining unit except for the purpose of instruction, experimentation, demonstration, or in the case of emergency.
3. Except as otherwise agreed in writing by the parties, the Employer agrees that it will not contract out work normally performed by bargaining unit members where such would result in the layoff of bargaining unit employees, or the failure to recall laid off employees and will not be used to limit the growth of the bargaining unit.

3. MANAGEMENT RIGHTS

1. Subject to the express provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right to manage its business in all respects including but not limited to the following:
 - a. To plan, direct, and control operations, to schedule work, to determine the methods, processes, and means of work, to determine the location and facilities, and the extent to which locations shall operate.
 - b. To hire, promote, demote, classify, transfer, assign, reassign and layoff employees and to discipline, suspend, and discharge employees for just cause.
 - c. To direct the work force, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
 - d. To make and to alter from time to time reasonable rules and regulations to be observed by all employees provided such alteration does not conflict with an express provision of this Agreement. The Union and the employee(s) affected shall be notified prior to any new or changed rules or regulations taking effect.

4. DURATION OF AGREEMENT

1. This Agreement shall be for the period from and including (Ratification). Either party to this agreement may, within four months immediately preceding the 2-year-end date, give to the other party written notice to commence collective bargaining.
2. Should either party give written notice to commence collective bargaining neither the Employer nor the Union shall, except with the consent of the other, alter any term of this Agreement until a strike or lockout has commenced, or a new Collective Agreement has been negotiated or the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first.
3. The parties agree that during the term of the collective agreement the Employer shall not lockout the employees and the employees shall not strike.
4. It is mutually agreed that the operation of sub-sections 2 and 3 of Section 50 of the BC Labour Relations Code is specifically excluded from operation in this Agreement.

5. UNION SECURITY AND DISPATCH PROCEDURES

1. All employees, as a condition of employment, shall be required to sign a dues authorization form as provided under the Labour Relations Code, and to pay such dues to the Union.
2. The Employer shall have new employees fill in the required Union Membership and Death Benefit cards, which will be supplied to the Employer by the Union, and mail same into the Union office as soon as possible.

3. All employees shall have a probationary period of ninety (90) calendar days. In the event that a probationary employee is absent for any days during their probationary period, the employee's probation period shall be extended by the same. The Employer and the Union may mutually agree to extend the probationary period.
4. There shall be no responsibility on the part of the Employer respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.
5. All employees shall be required to be a member in good standing of the Union as a condition of employment with the Employer.
 - a. Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee. The Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
6. The Employer shall give the Union an opportunity to refer suitable applicants for consideration.

6. DEDUCTION OF DUES, ETC

1. The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe.
2. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
3. All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
4. The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned. If the Employer fails to adhere to these provisions then the Employer shall only be liable to the Union for the dues not deducted and remitted.
5. Employees shall be notified of the Shop Stewards' names upon hiring. Upon hire, the new employee will be issued a copy of the Collective Agreement provided by the Union. The Company will introduce new employees to Shop Stewards and allow the Shop Stewards fifteen (15) minutes during their new employee orientation to discuss Union information.

7. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

1. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labour convention or serve in any capacity on other official Union business, providing five (5) days' written notice is given to the Employer by the Union, specifying length of time off not to exceed seven (7) calendar days. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees, but in no event shall the number of employees off at any one time exceed two (2) in number, unless otherwise mutually agreed.
 - a. During an authorized leave of absence, an employee shall maintain and accumulate seniority.
2. When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. Nothing herein affects the right of the Employer to dismiss for just cause based on absenteeism due to medical or other reasons.
3. If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer. The Employer retains sole discretion with respect to granting the leave and such leave shall not be unreasonably withheld by the Employer having consideration for the Employer's operational requirements.
4. When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as early as possible, with a minimum of one hour notice before the start of the employee's shift.
5. In case of death in the immediate family, the employee affected shall be granted bereavement leave of absence with full pay for three (3) days. Immediate family means; husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, step-parents, step-children, common-law partner, same-sex partner with children. Employees may use vacation time to extend bereavement leave provided sufficient operational coverage can be maintained. A request will not unreasonably be refused.
6. All employees shall be entitled to all leaves in accordance with Part 6 of the Employment Standards Act of BC.
7. When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year without pay.

8. SHOP STEWARDS

1. There shall be Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
 - a. The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- b. The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need and at no time shall exceed (2).
 - c. The Union will advise the Employer of the identity of all Shop Stewards.
2. Shop Stewards shall be allowed to take up grievances during working hours provided they have obtained consent from their supervisor.
 3. Up to a maximum of one (1) Shop Steward shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union. The Union shall reimburse the Employer for all amounts paid including benefits.

9. WORK CLOTHES, UNION PRODUCTS AND SERVICES

1. The Employer shall provide and maintain for each employee, free of charge, the following:
 - a. The Employer shall provide uniforms as soon as practicable. Uniforms, shall be maintained by the Employer and each employee shall have a clean uniform for each day of work.
 - b. For each Employee, after one year of continuous employment, a two hundred and fifty dollar (\$250.00) maximum boot allowance each year. Proof of purchase must be provided and reimbursement will be for the actual amount up to the maximum allowable.
 - c. Gloves will be supplied as required, to a maximum of one (1) pair per week. (Old gloves must be exchanged for new.)
 - d. The employer shall provide prescription safety glasses to a maximum of two hundred and fifty dollars (\$250.00) every twenty-four (24) calendar months to all employees who require them.
2. It is a condition of employment that employees shall not report to work without being properly dressed in the uniform supplied. If an employee reports to work or is found to not be wearing the proper uniform during the performance of their duties outside of the truck, they can be sent home without pay and/or disciplined. The employee must properly use the Personal Protection Equipment that is designated and supplied by the Company. Any employee who reports to work without wearing their complete uniform and proper Personal Protection Equipment as designated by the Company may be subject to discipline.
3. The above items will be provided and replaced as required. Old P.P.E. must be exchanged for new.

10. UNION NOTICES

1. The Employer agrees to provide space and a Notice Board that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

2. Twice per calendar year, the Employer shall be responsible for the posting of an up to date Seniority List and providing the Union with a copy.

11. CONFLICTING AGREEMENT

1. The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia
2. The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

12. PROTECTION OF RIGHTS

1. An employee shall not be disciplined if he refuses to cross a lawful picket line.
 - a. With work that is unable to be performed by a bargaining unit member, due to refusal to cross a customer/client's legal picket line. The Employer may use employees from outside the bargaining unit to complete the required work to service the site where the labour dispute is taking place.

13. TRANSFER OF TITLE OR INTEREST

1. The successor rights and obligations of the Labour Relations code shall apply to this Agreement.
2. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof.

14. GRIEVANCE PROCEDURE

1. Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) days following the event giving rise to such grievance shall be forfeited and waived unless extended by mutual agreement.

2. The Steps of the Grievance Procedure shall be as follows:

- a. **STEP I**

The employee, with or without the Shop Steward, shall take his grievance up with the Supervisor or Manager. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

b. STEP II

Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall put the matter in writing and discuss with Management within ten (10) days. This time limit is mandatory and if it is not complied with, the grievance shall be deemed to be abandoned. The parties agree that timelines may be extended by mutual agreement.

- c. If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall allow either party to apply for arbitration as set out herein. Time limits as set out above shall be complied with.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

3. Shop Stewards of the employee's choice will be present for all investigation meetings and whenever an employee receives a verbal reprimand, written reprimand, suspension, or discharge.
4. The grievance response will be in writing and will include the details of the resolution to the grievance or state the grievance has been denied.
5. The Employer shall have thirty (30) days in which to administer disciplinary action when and if required from the time the Employer is aware of the incident or the disciplinary action will be null and void. The thirty (30) day time limit may be extended by written agreement of the parties, such extensions shall not be unreasonably withheld.

15. ARBITRATION.

1. Where the parties proceed to arbitration a single arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The arbitrator so agreed or appointed will meet jointly with both parties as quickly as practical to hear the dispute, and each party may present evidence and make both written and oral presentations.
2. The Arbitrator shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party. The Arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement, which he may have lost. The decision of the Arbitrator shall constitute the award.
3. The decision of the arbitrator shall be final and binding on the parties.
4. Each party shall pay its own costs and fees and the expenses of its representatives and witnesses.
5. The parties shall bear in equal portion, the fees and expenses of the Arbitrator and rental of any premises used for the meeting.

16. JOB POSTING, ETC.

1. In the event that a classified job becomes permanently vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall apply, in writing, within seventy-two (72) hours of such posting, excluding weekends. Permanently vacant or newly created classifications must be posted and filled within thirty (30) calendar days.
 - a. The senior employee applying who has the required qualifications, competency, and ability to do the job shall receive such job.
 - b. The successful applicant on a posted job shall be on probation in his new position for up to ninety (90) calendar days, during which time he may be returned to his former job if the Employer finds him to be unsuitable for the position, finds that his performance is unsatisfactory or if the employee applies to the Employer to be returned. This probation period shall also apply to new hires, except that in the case of a new hire the employee shall be terminated if the Employer finds the employee to be unsuitable for the position or finds that his/her performance is unsatisfactory. The foregoing probation period may be extended by mutual consent.
2. The Employer shall continue to schedule runs as is the current practice.
3. It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
4. Copies of all Job Posting Awards shall be given to the Shop Stewards.

17. TECHNOLOGICAL CHANGE AND RETRAINING

1. The Employer and Union agree that section 54 of the BC Labour Code applies.

18. SEVERANCE PAY

1. Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay or notice thereof for each year of service with the Employer at the rate of pay the employee was receiving on the date of termination up to a maximum of ten (10) weeks pay
2. Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of twelve (12) months.

19. PAY DAY AND PAY STATEMENTS, ETC.

1. All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis.

2. The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, accrued vacation, the rate of wages applicable and all deductions made from the gross amount of wages.
3. Where there is an error on a pay cheque, the Employer shall make every reasonable effort to correct the error and pay the monies not later than the next following pay cheque, provided that if an error of three Hundred dollars (\$300.00) or more occurs, it will be paid within seven (7) working days of the error being brought to the Employer's attention. The Employer agrees to provide a form for use by employees to report payroll errors.
4. The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that employee.
5. All employees shall be paid by direct deposit.

20. ANNUAL VACATIONS

1. The vacation year shall be a calendar year. Vacations are to be taken between January 1st and December 31st of each year.
 - a. The vacation board will be posted by November 1st of each year and management will finalize these requests in writing in order of overall seniority, no later than November 15th of each year. The employer will then post them on the vacation board as approved. Such vacation board shall contain, in order of seniority, the employee's name and vacation entitlement, along with the observed statutory holidays for the upcoming year. Employees absent during this process will have the right to submit their selection over the phone, or in written form. A shop steward shall be present during this absentee process.
 - i. The most senior employee on the seniority list shall post their vacation dates first and the next senior employee will follow the same procedure until all the employees have made their selection. A maximum of two (2) employees (not more than (1) from the same classification) shall be off at one time during the prime time vacation period (week of June 1st – week of October 30th), and a maximum of three (3) employees (not more than (1) from the same classification) shall be off at any one time during the vacation period of January 1st – May 31st, and November 1st – December 31st. Where business needs allow, the employer may allow more employees to be off during the periods listed herein.
 - ii. If employees choose to take their vacation during the prime time vacation period a maximum two (2) weeks shall be allowed during the first selection. Once all employees have made their initial holiday selection, any employees still with available days may now request further dates within the prime time period. This secondary selection will be done by overall seniority.
 - iii. Once an employee's vacation request is granted, the Employer shall immediately confirm the time off in writing and post the updated vacation board once the booking process is complete. The Employer will update the vacation board when required.

- b. Subject to 2ii) An employee's vacation entitlement shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one period or a non-consecutive period. In addition, the parties agree to the following:
 - i. Vacation allotments not booked during the vacation booking process may be as single-day vacations throughout the vacation year and shall be requested on a first-come first-serve basis. If multiple employees ask for the same single-day vacation on the same day, the request of the most senior employee will be granted before the request of a more junior employee.
 - c. After completion of the vacation booking process (i.e. November 15th) employees will be permitted to change and/or cancel their vacation time provided the change in dates requested are still available. If a vacation is canceled and/or changed the Employer will post those weeks to the vacation board and will be filled on a first-come first-served basis subject to Operational needs. Vacations will not be altered unless by mutual consent with the employer.
2. An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
3. Employees are entitled to take their vacation starting on January 1 of each calendar year based on their entitlements set below.
 - a. Employees who complete one (1) year of continuous service shall receive two (2) consecutive weeks' vacation each year. Vacation pay is calculated on a basis of four percent (4%) of gross wages earned during the previous year.
 - b. Employees who complete four (4) years of continuous service shall receive three (3) weeks' vacation each year. Vacation pay is calculated on a basis of six percent (6%) of gross wages earned during the previous year, or three (3) weeks' pay.
 - c. Employees who complete nine (9) years of continuous service shall receive four (4) weeks' vacation each year. Vacation pay is calculated on a basis of eight percent (8%) of gross wages earned during the previous year, or four (4) weeks' pay.
4. Any employee under this agreement may if they so choose, carry over a maximum of two (2) weeks of holidays into the following year.
5. In the event of an employee leaving the employ of the Employer, the Employer shall payout all accrued but unused vacation pay to the Employee on their final paycheque.
6. The Employer shall display accrued vacation on every pay stub, and/or anything of a monetary value received from the Employer on which the employee has to pay income tax.

21. GENERAL HOLIDAYS

1. All employees as outlined in Article 5 (3) and maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) or ten (10) hours at their applicable rate at the time of taking such holiday. All employees who are required to work on General Holidays will be paid at (1.5X) times their regular rate for their first eight (8), or ten (10) hours of the employees regular scheduled shift, and double (2X) their regular rate for all hours worked over eight (8) or ten (10) hours of the employees regular scheduled shift. An employee's regularly scheduled shift as outlined in article 24.

| | | |
|------------------------|------------------|-----------------|
| New Year's Day | Canada Day | Remembrance Day |
| Family Day | B.C. Day | Christmas Day |
| Good Friday | Labour Day | Easter Monday |
| Victoria Day | Thanksgiving Day | |
| Truth & Reconciliation | | |

In order to receive holiday pay, each employee must have worked the last scheduled work day leading up to the holiday, and the first scheduled work day after the holiday.

2. If during the life of this Agreement, the Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in one (1) above.
3. If a General Holiday falls on a Saturday or Sunday, for the purposes of calculating hourly rate, the following Monday shall be paid as the Holiday. If two (2) consecutive General Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be paid as the Holidays.
4. An employee shall be paid for each General Holiday even if it falls on his weekly days off or Annual Vacation, the employee will receive a paid day off in lieu when the General Holiday falls on their day off. Lieu day off must be mutually agreed upon by the employee and employer. Where a paid holiday falls during an employee's annual vacation period, the employee shall not be required to use a vacation day that lands on the General holiday or may choose to extend his vacation by one day by mutual agreement.
 - a. For emergency purposes only, when Employees are required to work on Christmas Day or New Year's Day the employer must canvas for volunteers first, if no volunteers are found the most qualified employee in reverse seniority will be mandated to work. The employee will be paid two (2X) times their original rate of pay.

22. SEPARATION OF EMPLOYMENT

1. If an employee is discharged he shall be paid in full for all monies owing them within 48 hours.
2. The Employer shall give a Record of Employment Certificate to any employee who separates from employment for any reason within five (5) days of the final pay.

23. SENIORITY

1. There shall be a Seniority List setting out the name, date of employment and classification of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.
2. Seniority shall be length of service within the Bargaining Unit. Employees who were hired with the Employer from Terrapure, who maintained continuous service during the transition will be entitled to retain their original hire date for the purpose of determining vacation as set out in Article 20.
3. In the event of a layoff, due to the reduction of work, the Employer shall first lay off in the classification of the Employer where the lay-off is required. The Employer shall first lay off the employee with the least amount of seniority within the particular classification.
 - a. In the event of any reduction and/or layoff, an employee may use their seniority to bump into the job of another employee with less seniority in any other classification, however, the employee must be reasonably competent to perform the duties and/or have the skills and abilities of the position into which they bump into.
 - b. When recalling laid-off employees, the Employer shall re-hire laid-off employees according to their seniority within the company, beginning with the most senior employee and proceeding in turn thereafter. An employee required to move out of their classification due to lay-offs must return to their previously held classification upon recall of laid-off employees.
4. Seniority shall be lost if an employee:
 - a. Voluntarily leaves the employ of the Employer, or
 - i. Is discharged for cause, or
 - ii. After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
 - iii. Is absent without leave for five (5) working days without legitimate reason, or
 - iv. Is on continuous layoff for twelve (12) months.

24. DAYS AND HOURS OF WORK AND OVERTIME

1. The regular work day shall be eight (8) hours based on a five (5) consecutive days work week (Monday to Friday) exclusive of one-half ($\frac{1}{2}$) hour unpaid lunch break or a ten (10) hour work day based on four (4) consecutive day work week (Monday to Friday) exclusive of a one-half hour unpaid lunch break.
 - a. Employees may opt to forego and take their thirty (30) minute unpaid lunch break at the end of their shift if they desire, upon notification to the immediate Supervisor on duty.

- i. Example. A Driver works from 7 am to 3:30 pm on a 8.5 hour shift, the Driver elects to take their 30 min unpaid break at the end of the shift. The Driver will be paid 8 hours of straight time 7 am to 3 pm and the 30 min unpaid break can be taken at the end of the shift, therefore at 3 pm, the Driver can elect to go home.
 - b. The regular work day for all employees who have reported to work shall be guaranteed four (4) hours worked (based on a five (5) day work week or five (5) hours worked (based on a four (4) day work week) whichever is applicable. Subject to unforeseen circumstances beyond the Employer's control (i.e. Act of God).
 - c. Employees scheduled to work eight (8) hours per day, five (5) days per week shall be paid overtime as follows:
 - i. at the rate of one and one-half (1.5x) times their regular rate of pay for the four (4) hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours per day.
 - ii. at the rate of one and one-half (1.5) times their regular rate of pay for the first twelve (12) hours worked on the sixth (6th) and seventh (7th) day of the week and two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours on the sixth (6th) and seventh (7th) day of the week.
 - d. Employees scheduled to work ten (10) hours per day, four (4) day per week shall be paid overtime as follows:
 - i. at the rate of one and one-half (1.5) times their regular rate of pay for the first two (2) hours worked in excess of ten (10) hours per day and/or forty (40) hours per week and two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours per day.
 - ii. at the rate of one and one-half (1.5) times their regular rate of pay for the first twelve (12) hours worked on the fifth (5th), sixth (6th) and seventh (7th) day of the week and two times (2x) their regular rate of pay thereafter.
2. The Employer agrees that when overtime is necessary, the Employer shall offer the overtime by seniority amongst those employees concerned who normally perform such work. However, overtime which is required to complete an employee's shift, route, or temporary extension thereof, shall be performed by that employee.

3. Alternate Shifts:

Where the employer and Union agree, there may be a ten hour (10) per day, four (4) day per week shift established. In which case, daily overtime shall only be paid after ten (10) hours in a day.

25. REPORTING AND GUARANTEED HOURS

1. Employees scheduled to work in the usual manner shall be guaranteed four (4) hours of work or pay in lieu.

26. LIVING OUT ALLOWANCE

1. Upon ratification Living-Out Allowance will be paid as follows:
 - a. Sixty dollars (\$60.00) per overnight stay day food allowance with Employer provided accommodation;
 - b. Sixty dollars (\$60.00) per calendar day when employees are required to sleep in the truck sleeper;

27. LUNCH AND REST PERIODS

1. The Employer will continue its' current practice of lunch and rest periods prior to bargaining.

28. SAVINGS CLAUSE

1. If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall, upon the request of either party, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 14 herein.

29. INSPECTION PRIVILEGES

1. An authorized Agent of the Union shall, after forty-eight (48) working hours' notice to the Employer, have access to all Union working areas of the Employer's establishment during working hours without interruption of the Employer's Operation. All safety and reporting requirements will be observed.

30. SANITARY FACILITIES, ETC.

1. The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
2. Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
3. The Warehouse and Office shall be adequately heated and ventilated.

31. SAFETY AND HEALTH

1. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.
2. Employees and the Employer are to comply with established safety rules as amended from time to time. Employees will not be expected to operate unsafe equipment or under unsafe working conditions. Employees are expected to immediately report any unsafe equipment or unsafe working conditions. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.
3. In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
4. When there is a minimum of one (1) yard person working there shall be a designated first aid attend. There shall be an employee in the bargaining unit designated as a First-Aid Attendant on each shift, provided that an employee on such shifts possesses a valid Industrial First-Aid Certificate. Where no bargaining unit employee on a shift possesses a valid Industrial First-Aid Certificate, the Employer must first offer the shift to a bargaining unit employee, who possesses a valid Industrial First-Aid Certification, and who is available for the shift required, all work must be paid at the applicable rates of pay, or the employer may appoint a qualified person from outside of the bargaining unit as the First-Aid Attendant for that shift. In the event that outside appointing of a First Aid Attendant is happening on a continuous basis, the employer must provide Industrial First Aid training to a member of the bargaining unit. Selection of the member shall be based on the availability and access of the attendant for all employees. The First-Aid Attendant designated on a shift shall be paid a seventy-five cents (\$0.75) per hour premium in addition to their hourly rate of pay for that shift.

If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

32. HEALTH AND WELFARE PLAN

1. Eligibility:

On the first day of the month following the completion of probation, all employees will become eligible for the Employer's Group Benefits plan with all premium costs paid by the Employer.

2. Coverage:

The Employer Group Plan Benefits Plan will include extended healthcare, pharmacy, vision, dental, life insurance, employee assistance program benefits, *and short and long-term disability.*

The Employer will continue the current Group Benefits plans and policies in place as outlined in the benefits booklet, Policy Number 109151, dated March 14, 2023, and will not decrease current coverage levels, or change eligibility/qualifying periods offered under the said plan for the duration of the collective agreement. The Employer can, at its discretion, change the plan or its provider at any time during the contract but cannot decrease the allocation or value of benefits.

33. PENSION PLAN

1. Employees contribute 6% of their regular earnings and GFL Environmental Inc will contribute 3% (match) into their employer's RRSP.

34. MEDICAL EXAMINATIONS

1. Where the Employer believes there is insufficient medical information provided by an employee's physician and the employer requires an Independent medical examination for the purpose of determining whether or not an employee is able to perform their job function/s, the Employer shall bear the cost of the medical examination.

35. TRUCK MAINTENANCE AND SAFETY

1. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
2. The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. The decision as to the condition of the equipment shall rest with the senior qualified Employer representative on the premises. Such representative shall give his decision to the driver in writing.
3. No driver/operator shall be required to service or maintain trucks or equipment, except for fluid checks and brake adjustment checks. Minor repairs shall not constitute service or maintenance in order to get a truck to a repair shop.
4. The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws. All fines levied due to the Employer requiring an Employee to operate an unsafe vehicle will be paid by the Employer.
5. All drivers shall be required to perform pre and post trips on their vehicle each and every day as part of their regular duties.
6. The Employees shall be required to maintain a clean truck cab for each vehicle.
7. When the employer requires employees to certify or re-certify for the need to have a Class 3 driver's license, Class 1 driver's license, and Air Endorsement the employer will reimburse the employees after successful completion of the course. An official receipt is required.

8. If an Employee wishes to get their class 3 driver's license or Class 1 driver's license and there are upcoming positions available, they may apply to the Employer to have that course reimbursed on successful completion. The Employee must be able to perform the duties of a driver in order to apply for this training. An Employee who resigns their employment within two (2) years following the successful completion of their Class 3 or class 1 driving certification will be required to refund the Company, on a pro-rated basis, any costs paid by the Company for the Class 3 or Class 1 training. Upon resignation, the employee is required to contact their Payroll Administrator to make repayment arrangements.

36. CLASSIFICATIONS AND WAGE RATES, ETC.

1. The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
2. Time shall be computed from the time the employee commences his day's work until his shift is finalized.
3. When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
4. If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' or ten (10) hours' pay for that day. When an additional ten (10) hour shift is agreed to during the duration of that shift requirement the employee shall receive a minimum ten (10) hours' pay for that day.
5. When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.
 - a. When an Employee is relieving a higher rated position, they will earn the higher rate of pay associated with that positions job functions. Employees relieving a lower rated position will continue to earn their normal rate of pay. To be clear, performing the job duties of the various levels determines the level of pay.

37. PAID ELECTION TIME OFF

1. If the Employer chooses not to alter the regular or normal starting times of shifts of any employee on any Election Day. The employer must allow the employee three (3) hours off either during shift or at shift end to guarantee the employee has enough time to cast his/her ballot on any Election Day. Any amendments made by the federal or provincial governments retaining to hours of leave for employees to vote will be followed.

38. TOOLS

1. The Employer shall supply all necessary tools at no expense to the employee.

39. TRANSFERRED EMPLOYEES

Employees may only be transferred from one (1) branch of the Employer's business to another with his/her consent only.

40. SICK LEAVE PROVISIONS

- 1. The Employer agrees to follow the Employment Standards Act with respect to sick leave.
 - a. In the event that the Employer requires a medical verification of illness. The Employer shall pay a maximum of twenty dollars (\$20.00) per request, toward the cost of obtaining a medical certificate to verify the illness.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefore.

DATED AT _____, British Columbia, this _____ day of _____, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

APPENDIX "A"**REGULAR RATES OF PAY PER HOUR**

| CLASSIFICATION LIST | THE CURRENT RATE PER HOUR | RATIFICATION (2.5%) | YEAR 2 (2.5%) |
|---|----------------------------------|----------------------------|----------------------|
| Recovery Technician, Oil services | \$34.00 | \$34.85 | \$35.72 |
| Recovery Technician, Recycling and Waste Management | \$35.00 | \$35.88 | \$36.78 |
| Operator, Logistics | \$32.50 | \$33.31 | \$34.14 |
| Technician I, Processing Facilities | \$26.00 | \$26.65 | \$27.32 |
| Field Technician | \$35.00 | \$35.88 | \$36.78 |

Probation:

Probationary employees to earn two dollars (\$2.00) per hour below the prevailing wage rate.

Trainer:

Two dollars (\$2.00) per hour premium on the base rate when the employer, at its sole discretion, chooses to use a bargaining unit employee to perform training of a probationary employee. All training hours are approved by and at management's discretion. All training performed must be done by a member of the bargaining unit. In circumstances where an bargaining unit member is unavailable to perform such training, the Employer may use an employee outside of the bargaining unit to perform necessary training, provided the said employee has the skills and abilities to train such an individual.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: **GFL ENVIROMENTAL SERVICES INC. (KELOWNA)**
9595 McCarthy Road, Kelowna
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province
of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Signing Bonus – RRSP Option

For employees employed at the time of the signing of this agreement, they shall receive a lump sum bonus of \$1,200.00 on ratification and a further \$1,200.00 on the first anniversary of the collective agreement.

Employees may opt to have this bonus directly deposited into their RRSP account.

DATED AT _____, British Columbia, this _____ day of _____, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

LETTER OF UNDERSTANDING NO. 2

BETWEEN: GFL ENVIROMENTAL SERVICES INC. (KELOWNA)
9595 McCarthy Road, Kelowna
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province
of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: GRANDFATHERING

For employees employed at the time of the signing of this agreement, who currently have a 5% employer-paid RRSP contribution match and/or any other entitlements dues to the acquisition of Terrapure will continue to receive such entitlements until said employees leave GFL Environmental Services Inc. The employees included in this letter of understanding will not receive the lump sum bonus of \$1,200.00 at ratification nor the further \$1,200.00 on the first anniversary of the collective agreement.

DATED AT _____, British Columbia, this _____ day of _____, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

