

COLLECTIVE AGREEMENT

Between

CENTRAL CARIBOO DISPOSAL SERVICES (2001) LTD.
(hereinafter called the “Company”)

- and –

UNITED STEELWORKERS LOCAL 1-2017
(hereinafter called the “Union”)



Duration: June 12, 2019 to June 11, 2024

Collective Agreement – Central Cariboo Disposal Services and USW Local 1-2017

For the Employer

For the Union

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Collective Agreement

Between

Central Cariboo Disposal Services (2001) Ltd
(hereinafter called the “**Company**” or “**Employer**”)

-and-

United Steelworkers Local 1-2017 (USW)
(hereinafter called the “**Union**”)

Preamble

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

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

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

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

1. Recognition

1.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit comprised of employees based out of:

100 - 5101 Frizzi Road, Williams Lake, B.C. , V2G 5M4
670 Sollows Road, 100 Mile House, B.C. V0K 2E0, and
2348 Woodward Rd., Lower Nicola, B.C.

except those excluded by the BC Labor Relations Code.

1.02 The Company and the Union agree that Site Supervisors have the authority to make recommendations to management and deal accordingly with day to day operations of the site as directed by management and may make recommendations to management with respect to discipline, discharge and hire.

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For the Employer

For the Union

- (a) Supervisor in 100 Mile House will be classed as Area Manager and, as such, has the ability to discipline, discharge and hire.
- (b) Supervisor in Merritt will retain union membership and pay union dues and enjoy all rights of a member with the exception that he/she cannot hold union office, vote on union matters or attend union meetings while holding Supervisor status.
- (c) It is agreed that any such work performed in either (a) or (b) above will not directly result in the lay-off of a regular full time or part time employee, nor cause lost wages or overtime opportunities between 7 a.m. and 2:30 p.m.

1.03 All other employees shall, upon being hired, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. Said employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after fifteen (15) days' written notice of same from the Union to the Employer.

1.04 The Employer agrees to deduct initiation fees, assessments and dues from any employee's wages when the Employer receives signed authorization from the employee to do so. Such monies shall be paid to the Union, accompanied by a list in alphabetical order, of the employees for and on behalf of whom such deductions have been made. Said list and deductions to be sent by the Employer to the Union by the fifteenth (15th) day of the month following the month in which the deductions were made.

1.05 The Union shall have the right to appoint a shop steward at the operation and shall notify the Employer in writing of the appointment(s). The shop steward(s) will not absent him/herself from his/her work for any reason related to union business without prior management approval. Such approval will not be unreasonably withheld.

1.06 Official Union representatives shall obtain access to the Company's operations for the purposes of this Agreement by written permission which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

1.07 All members called in for any discipline action (above Letters of Expectation) have the right to have a Job Steward or a fellow member/witness present for the meeting.

2. Employer's Rights

2.01 The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right to; manage the business and direct the

workforce, organize the work, contract out work, hire, discipline, promote, demote, transfer, discharge, and suspend for just cause.

2.02 The employer's intention is:

- to grow the company and to create jobs within the bargaining unit
- to not contract out regular / permanent work
- to convert to a co-mingled residual stream as soon as is possible

3. Discrimination

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

4. Employees

4.01 The Employer shall have all existing and new employees complete the required Union 'check off cards', which will be supplied by the Union.

4.02 For the purposes of this Agreement, "service" shall be the length of time a regular employee has been employed on a continuous basis dating from his/her original date of hire to present.

5. Job Categories

As per attached Schedule "A"

6. Application of Seniority

6.01 Probationary Employees

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period of thirty (30) days worked shall be cumulative within ninety (90) calendar days following the date of entering employment during which time employees shall be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- b) Probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the

employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

- c) Upon completion of thirty (30) accumulated days worked within ninety (90) calendar days, employees shall be regarded as regular employees and shall be entitled to seniority dated from the original date of hire.

6.02 Seniority

- a) The Company recognizes the principle of seniority, competency considered.
- b) The Company and the Union will meet to discuss a procedure for posting of vacancies.
- c) It is the Employer's desire to provide full time hours so employees will qualify for benefits and will provide employees, based on their seniority, the opportunity to increase their hours through vacancies or new work.

6.03 Promotions and Layoffs

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

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

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

6.04 Rehire

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

6.05 Seniority Retention

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

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

7. Hours of Work and Overtime

7.01 Hours of Work

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

7.02 Regular Part Time Employees

A regular part time employee is any person employed on a continual basis for less than the "normal" hours of work or work week, whose duties fall within the bargaining unit as defined in Article 1 and who has completed the probationary period. Regular part time employees shall be covered by all conditions of the collective agreement, with exceptions included in the Statutory Holiday clause and in the Holiday Entitlement clause.

7.03 Overtime

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

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Statutory Holidays and Personal Floating Holiday:

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

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

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

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

7.04 Alternate Work Schedule

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

7.05 Regular employees may temporarily exchange shifts between themselves provided they have the prior written approval of management and it does not result in any incremental cost to the Employer.

7.06 Employees receive two (2) paid fifteen (15) minute rest periods during each shift, one in the first half of the shift, the other in the second half of the shift. These periods will be observed at regular times when reasonably possible, but it is understood they may be varied, based on the needs of the operation.

7.07 It is generally intended that overtime work opportunities will be distributed amongst regular employees. It is understood the intent is that over a period of time employees will receive reasonably equitable opportunities for overtime work, but that the needs of the operation, coupled with the employee's availability and recognized skill and ability, and related job experience with the Employer, will govern.

7.08 The following Banked Time in Lieu of Overtime Agreement shall apply:

- Bank time balances may be accumulated up to forty-eight (48) hours. When the bank is drawn down below forty-eight (48) hours, it may be topped up again to forty-eight (48) hours.
- An employee will not be able to replace scheduled vacation leave with banked time off.
- Time off from an employee's overtime bank requires the approval of the Operation Management.
- All unused overtime bank will be paid out in the last pay period of the calendar year.

- An employee's banked time hours may be paid out at the request of the employee at the rate of pay in which it was earned, ie. earned as straight time, paid at straight time; earned at time and one-half, paid at time and one-half; earned at double time, paid at double time.

8. Transfer Station Attendants

8.01 Hours of Work:

1. The minimum daily scheduled hours of work shall be 4 hours. The maximum daily scheduled hours of work shall be 12 hours. This applies to both summer and winter schedules.
2. All hours worked up to the daily maximum of 12 hours shall be at straight time rates. Any hours worked over 12 hours in a given day shall be paid at double time rates.
3. There will be two distinct shift schedules; day shift and weekend shift. Operators may agree to switch between days and weekends on a monthly basis however, during a week of a rotation, one operator would be required to work 7 days in a row, while the other would receive 7 days off. Operators agreeing to the rotation forgo overtime rates for the scheduled hours during those 7 days. Employees who work a shift on their week off would not receive overtime rates unless they exceed eighty (80) hours in the two (2) week pay period.
4. The company will endeavour to balance the hours of work between day shift and weekend shift to ensure that the pay received during each pay period would be comparable to a regularly scheduled pay period.

8.02 Shift Swapping

Transfer Station Employees may swap shifts with their co-workers **provided** it is mutually agreed to between the applicable transfer station employees and the parties concerned must receive approval from the supervisor. Under no circumstances can an employee be forced to Shift Swap.

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

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

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

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

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9. Wages

As per Schedule "A" attached.

10. Statutory Holidays

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

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day		

An employee who has been employed for at least thirty (30) calendar days before the statutory holiday and has:

- (a) Worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday, or
- (b) Worked under an averaging agreement at any time within that thirty (30) calendar day period.

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

$$\text{Amount paid} \div \text{by days worked}$$

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

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

10.03 An employee who works on a statutory holiday must be paid for that day:

- (a) One and one-half (1-1/2) times the employees regular wage for any time worked up to twelve (12) hours
- (b) Double the employee's regular wage for any time worked over twelve (12) hours, and
- (c) An average day's pay, as determined using the formula in 10.02.

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10.04 Substituting Another Day for a Statutory Holiday

- (a) An employer may, for one or more employees at a workplace, substitute another day off for a statutory holiday if the employer and the employee or a majority of those employees, as the case may be, agree to the substitution.
- (b) Any employees affected by the substitution of another day for a statutory holiday have the same rights, and the Employer has the same duties, as if the other day were a statutory holiday.
- (c) An employer must retain for two (2) years, records of agreements made under 10.04(a).

10.05 Part Time Employees

Shall be paid as per the Employment Standards Act (2019) which states as follows:

- “45 (1) *An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday under section 48, must be paid an amount equal to at least an average day’s pay determined by the formula*
- Amount paid ÷ days worked*
- Where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken with that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.*
- (2) *The average day’s pay provided under subsection (1) applies whether or not the statutory holiday falls on the employee’s regularly scheduled day off.”*

10.06 Personal Floating Holiday

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

- a) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday. When an employee has been on the payroll for not less than ninety (90) consecutive calendar days and terminates for whatever reason, and he/she has not previously taken his/her personal floating holiday, then he/she shall be paid his/her personal floating holiday. The parties further agree that payment of the personal floating holiday upon termination shall not be construed as an extension of his/her period of employment.
- b) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.

- c) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- d) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- e) If a Personal Floating Holiday is not taken or scheduled by June 12 of the contract year, the company shall pay out the floater.
- f) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- g) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight time rates will apply.
- h) The parties agree that a regular full time or part time employee, when taking his/her Personal Floating Holiday as provided under this section, must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

11. Vacations with Pay

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

11.02 Four Years' Service

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

11.03 Ten Years' Service

- a) Employees with ten (10) or more years' continuous service shall receive four (4) weeks' vacation with vacation pay based on the greater of eight percent (8%) of the wages or

salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.

- b) The additional one (1) week will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

11.04 Fifteen Years' Service

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

11.05 Twenty-Four Years' Service

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

11.06 Thirty Years' Service

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

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

11.08 Vacation Pay - Percentage of Wages Method

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

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

11.09 Regular Part Time Employees

Annual vacation entitlements shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a regular full-time employee with the same calendar period of service.

Vacation Pay is (otherwise) the same as "regular full-time" employees.

12. Health and Welfare Benefits

12.01 It is recognized that the Employer has benefit coverage through Great West Life. It is agreed between the parties that any change in carrier will result in no loss of benefits to the employees.

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

Effective the date of ratification of the Memorandum of Agreement, the Employer will issue cancellation notice of the LTD benefit and begin to wind it down. This notice is to be made effective as soon as the benefit provider can confirm cancellation.

12.02 Eligibility

- (a) All employees currently working twenty (20) hours/week (at date of ratification of the Memorandum of Agreement), (averaged annually) or more qualify for benefits and will begin to receive benefits immediately upon ratification.
- (b) Future employees (hired after ratification date of the Memorandum of Agreement) must complete their probation period and work a minimum of thirty-two (32) hours/week (averaged annually) to obtain benefits.

12.03 Layoff Coverage

Coverage during lay-off will be provided as follows:

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

12.04 RRSP

The Employer shall create an RRSP program to be implemented effective January 1, 2021. On that date, all employees who qualify will have their RRSP account initiated with a one-time fifty dollar (\$50) contribution from the Employer.

- a) All employees who qualify shall receive twenty-five cents (25¢) for all hours worked beginning January 1, 2021.
- b) Qualification for the RRSP Program shall be defined as all employees who are on the Employer's Benefit program.
- c) New employees will be enrolled in the program within thirty (30) days after completing their probationary period.
- d) Employees may, at their option, withdraw the RRSP contributions once in every twenty-four (24) month period and/or within thirty (30) days of termination of employment.
- e) Within ninety (90) days of the ratification date, the Employer and the Union will meet to discuss and agree upon the RRSP program administrator. The intention is to choose an administrator that provides the easiest implementation process and the least administrative burden on the Employer. Preference will be given to local providers. Parties will give preference to the RRSP program that requires the least amount of oversight and

involvement from the Employer. Furthermore, the parties agree that the lowest cost RRSP program administrator will be chosen and the Employer will cover these administrative costs, however, should the Union wish to select a more expensive administrator on behalf of the Employees, then the additional administrative costs will be covered by the Employees. Should the parties not be able to come to an agreement on an RRSP program administrator, then Trevor Sones (from the BC Labour Relations Board) remains seized to assist the parties with mediating a resolution. Should the mediation process not lead to an agreement, then it is agreed that Trevor Sones can make binding recommendations to the parties at his discretion.

13. Leave of Absence

13.01 Any employee desiring leave of absence for any reason other than those set out in 13.02 and 13.03 of this Article must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.

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

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

13.03 Union Business

- a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his/her term of employment with the Union.
- b) The Company will grant unpaid leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.
- c) It is agreed that before the employee receives this Leave of Absence as set forth in Clauses a) and b) above, the employer will be given notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.

- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employee's available or select alternate delegates to attend Union functions.

13.04 Compassionate Leave

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

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

13.05 Pregnancy, Parental, and Maternity Leave:

The Parties agree that these leaves will be administrated as per current Federal and Provincial leave requirements.

13.06 Family Responsibility Leave:

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

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

13.07 Compassionate Care Leave

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

- a) In the following sub-sections “family member” means a member of the employee’s immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee’s family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee’s family.
- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - i) The date the certificate is issued, or
 - ii) If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - i) the family member dies;
 - ii) The expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

13.08 Bereavement Leave

- a) When death occurs to a member of a regular full-time employee’s immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) days.

- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren and step-children.
- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

13.09 Jury Duty

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

13.10 Public Office

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

14. Health, Safety and Environmental

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

*Quality Leather Gloves	Hearing Protection
Eye Protection	Coveralls/safety vests
Respiratory Protection	Hard Hats
Antibacterial Soap	

*new gloves will be issued when used gloves are turned in

All Sites (including Transfer Stations) will have rain gear

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

Where required, the Employer will reimburse each regular employee the cost of his/her purchasing one (1) pair of safety work boots each twelve (12) months or when deemed necessary by the Joint Health, Safety and Environmental Committee, to a maximum of two hundred dollars (\$200) per pair.

Eligibility for the safety footwear subsidy is on the following basis:

- All footwear must be approved as per WorkSafe BC
- The boot allowance takes affect after one (year) of employment.
- Receipts must be provided.
- Employees who work less than twenty-four (24) hours per week would receive the boot allowance for every twenty-four (24) month period.

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- All employees, other than administrative staff, require safety boots. Administrative staff may instead opt out of boot purchase and receive a one hundred dollar (\$100) payment for work appropriate clothing (receipt(s) must be provided).

14.05 Right to Refuse Unsafe Work

All workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

15. Technological Change, Organizational Restructuring, Permanent Operation Closure

15.01 The Employer will give the Union thirty (30) days' written notice prior to the lay-off of any regular employee as a direct result of the implementation of a technological change and/or organizational restructuring, or permanent closure of the operation(s).

15.02 A regular employee whose position is eliminated as a result of the implementation of a technological change and/or restructuring will have the option of:

- (a) Transferring to another job category should he/she have the required skill and ability, related job experience with the Employer, and service, or
- (b) Terminating his/her employment and receiving severance pay as described below.

15.03 Regular employees terminated by the Employer as a result of the permanent closure of the operation(s) will receive severance pay as described in 15.04 following.

15.04 Eligible regular full time employees shall receive severance pay, in addition to other monies owed, in the amount of forty (40) hours' regular pay for each completed year of continuous service as a regular employee, to a maximum of eight (8) weeks regular pay.

15.05 Eligible regular part time employees shall receive severance pay, in addition to other monies owed, in the amount of the average annual hours' regular pay for each completed year of continuous service as a regular part time employee, to a maximum of eight (8) weeks regular pay.

16. Grievance and Arbitration Procedure

16.01 Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation and/or any alleged violation thereof shall first be taken up by the employee, with or without a shop steward, with his/her supervisor on an informal

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discussion basis. If no satisfactory resolution is achieved as a result of the informal discussion, the matter shall be finally and conclusively settled as hereinafter provided:

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

Step Two: Failing resolution at Step One the matter shall be referred to the Local Union upon which they will meet with the manager to attempt to resolve the issues(s). If parties cannot agree, the matter shall be referred to the process outlined in section 16.04.

16.02 If a grievance is not advanced to Step Two within fourteen (14) days after completion of Step One by the Union, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Should the Employer not advance a grievance by way of a response within the fourteen (14) days, the grievance will be deemed resolved and the grievor will be made whole. If parties cannot agree after Step 2, the grievance must be referred to arbitration within fourteen (14) days, or the grievance shall be deemed abandoned. These time limits are mandatory and may only be extended upon mutual agreement of the parties.

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

16.04 The Employer and the Union agree to meet within ninety (90) days of the ratification date to reach a decision on a new methodology for matters that are referred to arbitration. Should they be unable to reach agreement on a new methodology, Trevor Sones (BC Labour Relations Board) remains seized to assist them with mediating a resolution. Should the mediation process not lead to an agreement, then it is agreed that Trevor Sones can make binding recommendations to the parties, at his discretion.

- As a default between the date of ratification and the conclusion of the agreement for a new methodology, the (following) shall stand:
 - The Union shall contact the BC Labour Relations Board to ascertain the next arbitrator in the rotation and that arbitrator will be contacted to determine scheduling for the arbitration.
- It is understood that the selection of an arbitrator through the LRB process will recognize that parties are meeting in Vancouver for the process until mutually agreed to arbitration at a different location.

- 16.05** The Arbitrator shall have the right to enter any premises where work is being done or has been done by the grievor or in which the employer carries on business. The Arbitrator may also interview any person respecting anything pertaining to the grievor/grievance.
- 16.06** Any arbitration held hereunder shall be held in the City of Williams Lake or at such other place as may be mutually agreed by the parties.
- 16.07** The parties shall bear in equal proportions the costs, including associated expenses, of the arbitrator.

17. Strikes and Lockouts

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

18. Term of Agreement

18.01 This Agreement shall be in full force and effect from and including the date of ratification to and including **June 11, 2024** and from year to year thereafter, until a new agreement is negotiated or until a legal strike or legal lockout commences. Either party shall, by written notice, within four (4) months preceding the date of expiry of this Agreement, require the other party to this Agreement to commence Collective Bargaining.

18.02 The parties hereto agree that Sections 50 (2) and (3) of the Labour Relations Code of British Columbia, S.B.C. 1992C.82 shall not apply to this Agreement.

Signed this _____ day of _____, 2020.

On Behalf of USW Local 1-2017:

On Behalf of Central Cariboo Disposal Services:

SCHEDULE "A" CATEGORIES

POSITION	To June 11/19	June 12, 2019 >of 1.75% or +35¢	June 12, 2020 > of 2% or +35¢	June 12, 2021 >of 1.75% or +35¢	June 12, 2022 > of 2% or +35¢	June 12, 2023 > of 2% or +35¢
Ground Attendant	\$15.92	\$16.27	\$16.62	\$16.97	\$17.32	\$17.67
Scale Attendant	\$15.92	\$16.27	\$16.62	\$16.97	\$17.32	\$17.67
Recycle Attendant	\$14.75	\$15.10	\$15.49	\$15.80	\$16.15	\$16.50
Office Administration (Dispatch, Accounting, Bookkeeping)	\$22.75	\$23.15	\$23.61	\$24.02	\$24.50	\$24.99
Site Supervisor/ Attendant (CCTS)	\$22.44	\$22.83	\$23.29	\$23.70	\$24.17	\$24.65
Asst. Site Supervisor/Attendant	\$19.89	\$20.24	\$20.64	\$21.01	\$21.43	\$21.85
*Driver/Equipment Operator. DL Class 3+	\$27.42	\$27.90	\$28.46	\$28.96	\$29.53	\$30.13
*Equipment Operator	\$24.70	\$25.13	\$25.63	\$26.08	\$26.61	\$27.14
Service Tech	\$28.72	\$29.22	\$29.81	\$30.33	\$30.94	\$31.55
Heavy Duty Mechanics						
Certified (ITA Minimum 6000 hours)	\$35.37	\$35.99	\$36.71	\$37.35	\$38.10	\$38.86
Apprentice (75% of Certified Rate) 0 – 1500 hours	\$26.53	\$26.99	\$27.53	\$28.02	\$28.58	\$29.15
Apprentice (80% of Certified Rate) 1501 – 3000 hours	\$28.30	\$28.80	\$29.37	\$29.89	\$30.48	\$31.09
Apprentice (85% of Certified Rate) 3001 – 4500 hours	\$30.06	\$30.59	\$31.20	\$31.74	\$32.38	\$33.03
Apprentice (90% of Certified Rate) 4501 – 6000 hours	\$31.83	\$32.39	\$33.03	\$33.61	\$34.29	\$34.97

*The Parties agree that there will be a "Trainee Rate" for all newly hired Drivers (DL Class(es) 1 and 3) and Equipment Operators of 75% of the Job Rate for the first month of employment and 85% for the second month of employment. Upon completion of month two of employment, rates will go to full rates, as above.

LETTER OF UNDERSTANDING
Between
CENTRAL CARIBOO DISPOSAL SERVICES (2001) LTD.
And
UNITED STEELWORKERS LOCAL 1-2017



POSTING AGREEMENT

The intent of this Agreement is to outline the process for filling job vacancies, both permanent and temporary. Permanent positions will be awarded on the basis of seniority. Competency will be considered in the awarding of Temporary Positions.

1. For the purpose of this Letter, there shall be one division, 100 Mile House, Merritt and Williams Lake combined.
2. (a) When a vacancy occurs, the Employer will post the vacancy on the bulletin boards at all three sites on the same day.
(b) The postings will show the hours of work, and the rate of pay.
(c) Any job vacancy shall be posted for seven (7) calendar days.
3. Any employee who wishes to bid on a job vacancy will sign the posting, expressing their interest in the position. The Company will award the posting(s) as follows:
 - (a) The senior employee employed at the location of the posting will be awarded the position. Should that person decline, the next senior local employee will be awarded the position. This process will continue, by seniority, through all local employees.
 - (b) After exhausting all applicants according to (a), the position shall be awarded to outside employees, again using seniority.



For the Employer



For the Union

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For the Employer

For the Union

Qualifications:

- i) It is understood that successful applicants may or may not be qualified in advance for the job to which they have been posted.
 - ii) Unqualified applicants will be trained. All jobs will receive training time appropriate to the job content. The Company will endeavor to complete training in a timely manner.
 - iii) Payment for training time will be the lesser rate of the employee's regular job or of the job being trained on.
 - iv) All training hours must be recorded and initialed by the employee and the supervisor.
 - v) It is recognized that not every person has the ability to learn any job. If, in management's opinion, a trainee would require an excessive amount of time to train or, owing to lack of skill or understanding, impeded production or endanger equipment, he/she may be removed at any time and the next employee in line shall then be trained. The Union is to be notified in this event, and the person removed returns to his/her prior job.
 - vi) In the case of a trainee being declared incompetent or ineligible in the training or apprenticeship position, he/she may invoke his/her rights under Article 16, Grievance and Arbitration Procedure.
 - vii) In order to successfully post to a position, the applicant must have the required licensing (ie. driver's license) that is needed to do the job.
4. The Employer will post the names of all applicants and the name of the successful bidder on the bulletin boards of all three sites, 100 Mile House, Merritt and Williams Lake.
 5. The successful bidder will be given three (3) days of work on that job to decide whether he/she wishes to keep or decline the position.
 6. If there is no successful bidder, the Employer shall have the right to place the junior competent person on the job, or hire to fill the position, if required. Nobody can be forced to take a position in a town in which they do not live in. Should a person choose to take a position in a town they do not live in, it shall be agreed that there will be no re-location or travel benefit provided under the terms of this Agreement.
 7. The Parties agree that all positions will be posted.



For the Employer



For the Union

Absentee Bidding

8. Any employee who is on vacation or an approved leave of absence (including short term medical leave) may notify the employer before their leave, in writing, of their desire to post onto a vacancy.
9. If on vacation or approved leave of absence (including short term medical leave) at the time of the posting, the employee, upon returning to work, shall have three (3) working days to express their desire to post on any vacancies that occurred in the previous thirty (30) days only, and will be subject to number five (5) of this Letter of Understanding. This provision shall be extended to anybody who is away from work due to an unscheduled absence (ie. accident, unforeseen medical absence).

DULY SIGNED THIS 3rd DAY OF March, 2020

ON BEHALF OF:
United Steelworkers Local 1-2017

Central Cariboo Disposal Services (2001) Ltd.

Paul J. [Signature]

[Signature]

Rod [Signature]

[Signature]

[Signature]

Lorne Marshall

[Signature]

[Signature]

W. Kovatt

[Signature]
For the Employer

[Signature]
For the Union