

**THESE ARTICLES CONSTITUTE A COLLECTIVE AGREEMENT
BETWEEN:**

GFL ENVIRONMENTAL INC.

(Hereinafter referred to as the "Employer")

- AND -

***INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
793***

(Hereinafter referred to as the "Union")

Effective Date: January 1st, 2026 – December 31, 2028

ARTICLE 1 – DURATION

- 1.01** This agreement shall become effective on January 1st, 2026 and shall remain in effect until the 31st of December 2028. This agreement shall continue in force from year to year thereafter unless either party shall furnish the other party with a notice of termination of, or proposed revision of this Agreement, not more than 90 days before the 31st of December 2028, or in a like period in any year thereafter.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union, as the bargaining agent of all employees of GFL Environmental Inc. working at 17125 Lafleche Drive in Moose Creek, Ontario saves and except office staff, scale operators, wastewater operators, vehicle drivers based out of different locations, and supervisors and persons above the rank of supervisor.

ARTICLE 3 – UNION SECURITY

- 3.01** As a condition of employment or continued employment of its employees in the bargaining unit, the Employer agrees to deduct from each employees wages an amount equal to the current initiation fees and/or monthly dues of the Union and to remit the amount so deducted from the employees to the Financial Secretary of the Union not later than the fifteenth (15th) day of the following month. Such monthly dues shall be deducted bi-weekly in equal amounts. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this article.
- 3.02** It is expressly understood and agreed that the Employer shall not be required to discharge any employee for the violation of the provisions of this Article for Union security for any reason other than non- payment of regular monthly dues or special general assessment or the refusal of the employee to join the union as aforementioned, notwithstanding anything to the contrary herein.

ARTICLE 4 – UNION REPRESENTATION

- 4.01** The business representatives of the Union shall in the course of their duties have access to the work in which members of the Union are employed. Such visits will not interfere with the progress of the work. The Employer will assist the business representatives to obtain a pass to the premises where necessary. Business representatives shall notify the Employer before visiting the site, and make their presence known to the Employer's senior representative on the site on their arrival.
- 4.02** The business representative when on site, shall abide by all safety rules issued under the Occupational Health and Safety Act.
- 4.03** The Union shall have the authority to appoint one or more Stewards and shall give the Employer notice of such appointments and changes thereafter by registered mail or by fax, followed by regular mail or hand delivered letter. No discrimination shall be shown against a steward for carrying out his duties, but in no case shall his duties interfere with the general progress of the work.
- 4.04** The Union acknowledges that stewards and such Union Officers and members of union committees as are employees of the Employers, have regular duties to perform as employees of the Employers and agree that they shall be held accountable for the same quantity and quality of work as any other employee. Further, that such union representatives will not leave their regular duties for the purpose of conducting business on behalf of the union without first obtaining permission of their foreman of immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, such employees will report to their foreman or supervisor.
- 4.05** In the event of a critical injury the Employer will notify the Union in a timely manner.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except those prerogatives of management as may be specifically modified by the terms and conditions of this agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- a) To determine qualification, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the terms of this agreement.
- b) To determine the materials to be used, design of the product to be handled, facilities and equipment required, scheduling of work and locations of equipment.
- c) To determine the rules and regulations to be observed by employees, violations of which may be the cause for discipline and may include discharge.

5.02 The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this agreement.

5.03 All incidents pertaining to discharge, discipline, or reprimand shall be in writing or e-mailed to the employee, Union Steward and Union.

5.04 All letters of discipline shall be removed from an employee's file after a period of eighteen (18) months from the issue date of the letter provided the employee's record goes eighteen (18) months without committing a further violation(s). Such letters of discipline may remain on record but cannot be relied on at this point.

ARTICLE 6 – NO DISCRIMINATION

6.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practices with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge on the basis of membership or activity in the Union, political or religious affiliation, age, race, creed, colour, handicapped, sexual orientation, or marital status.

ARTICLE 7 – STRIKES AND LOCKOUTS

7.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that during the term of this agreement, there shall be no lockout.

7.02 It will not be considered a violation of this agreement for employees to refuse to cross a legal picket line and the Employer agrees that no action will be taken against the Union or any members for refusing to cross such legal picket line; however, the Union agrees to grant permission and to assist the Employer to remove equipment from behind a picket line when reasonably possible and where the Employer is not involved.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** There shall be an earnest effort on the part of both parties to this agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application, or administration of this Agreement.
- 8.02** All grievances are to be dealt with under the Steps below, and at Step 2 shall be in writing on forms supplied by the Union to the employee having such grievance.
- 8.03** Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, by an Arbitration Board.
- 8.04** In determining the time which is allowed in the various steps, Saturday, Sunday, and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 8.05** If advantage of the provisions of Article 8 and 9 is not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.
- 8.06** The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.
- 8.07** It is understood and agreed that an employee does not have a grievance until he or she has discussed the matter with his or her foreperson or their supervisory personnel acting in this capacity and given him or her opportunity of dealing with the complaint. His decision shall be made known to said employee within forty-eight (48) hours.

Grievances properly arising under this agreement shall be adjusted and settled as follows:

STEP 1: Within five (5) working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee, with or without a Union Representative, shall first present his grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this stage. If a settlement satisfactory to the Union and the employee concerned is not reached within five (5) full working days, a grievance may be presented as indicated in Step #2 at any time within five (5) full working days thereafter.

STEP 2: a) At this step, the grievance may be processed as an individual, joint or Union grievance and shall be presented in writing by a Union Steward or Representative to the Company official assigned to handle written grievances. The Employer shall provide a response within (10) full working days. If no satisfactory response is received within that time, the grievance may be referred to arbitration before the Ontario Labor Relations Board in accordance with section 133(1) within a further ten working days.

b) The above grievance procedure shall apply in the reverse with all necessary modification if the Employer is the aggrieved party and has filed a grievance against the Union.

- 8.08** Notwithstanding the above, grievances concerning wages and fringe benefits may be presented within thirty (30) calendar days after the circumstances giving rise to the grievance occurred or originated and further a grievance concerning welfare or pension contributions may be presented within thirty (30) calendar days after the particulars of such grievance should have reasonably become first known to a Union Representative.
- 8.09** No proceedings under this Article shall be declared invalid and actions under these Articles shall not be set aside if no substantial wrong or miscarriage of justice has occurred.

ARTICLE 9 – ARBITRATION

- 9.01** The parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8, which has not been settled may then be referred to a single Arbitrator at the request of the Union or the Employer, provided that such referral to arbitration is made in writing by the referring party to the party opposite within 15 days of the decision denying the grievance at Step 2 of the grievance procedure or, if no response is provided, within 15 days of the expiry of the time for providing a response at Step 2.
- 9.02** The single Arbitrator shall be mutually agreed by the Employer and the Council and, failing such agreement, the single Arbitrator may be appointed by the Minister of Labour for Ontario in accordance with section 48 of the Labour Relations Act.
- 9.03** The decisions of the sole Arbitrator constituted in the above manner shall be binding on the parties to this Agreement and the employees.
- 9.04** The Arbitrator shall not have any power to alter or change any of the existing provision nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 9.05** Each of the parties to this Agreement will share equally in the fees and expenses of the Arbitrator.”

ARTICLE 10 – HEALTH AND SAFETY

- 10.01** The Union and the Employer agree to comply with the provisions of the Occupational Health and Safety Act.
- 10.02** The Employer will continue the current practise of providing rental uniforms to all employees inclusive of coveralls.
- 10.03** The Employer agrees to provide each Employee the following boot allowance per year, to purchase CSA approved work boots provided the employee submits the appropriate receipts to the employer up to a maximum of four hundred dollars (\$400) per year. Cheques to be issued upon receipts being submitted by the employee to the employer.
- 10.04** Employer will supply winter jackets every three (3) years and two-hundred-dollar (\$200) credit per year towards the purchase of safety clothing from the company approved list via the Employers supplier.

ARTICLE 11 – LEAVE OF ABSENCE**11.01 Personal/Sick Leave**

The Employer will maintain the current personal/sick days practice of forty-four (44) hours per calendar year, in place for the duration of this agreement.

11.02 Bereavement Leave

- a) In the event of a death in the immediate family. (I.e., mother, father, sister, brother, , spouse, child, stepchild, grandchild, grandparent, stepparent, mother-in-law, father-in-law) an employee will be given the necessary time off work to attend the funeral and will be paid five (5) days' pay.
- b) In the event of a death of an employee's sister-in-law, or brother-in-law, they shall be granted three (3) days off with pay.

11.04 Parental Leave

Parental leave shall be granted in accordance with the Employment Standards Act.

ARTICLE 12 – SENIORITY

12.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous employment with the Employer. Their seniority shall date back to the date of hire with the employer within each classification.

12.02 An employee shall acquire seniority after they have worked for a period of ninety (90) days during a period of twelve (12) consecutive months. Such period may be extended by mutual agreement in writing. Seniority shall date from the first day that an Employee has commenced work for the Employer and will accumulate there after. Employees will be regarded as Probationary Employees until they have acquired seniority as provided herein. The Employer has the right to discharge or otherwise discipline Probationary employees during the probationary period, with or without just cause, and the discipline or other discharge shall not be the subject of a grievance either by the employee or by the Union.

12.03 Any employee shall lose all seniority and shall be deemed terminated if:

- a) an employee quits or retires
- b) an employee is discharged, and the discharge is not reversed through the grievance and arbitration procedures
- c) an employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer. Lack of notification of absence from work on the second day shall be grounds for discipline, up to and including discharge, unless a reasonable explanation acceptable to the Employer is given to the Employer explaining why notification was not given.

- d) an employee has been laid off for the lesser of a period of one-half of his length of service or eighteen (18) months.
- e) an employee fails, upon being notified of a recall, to signify their intention to return within five (5) working days after they have received the notice of recall or fails to report to work within ten (10) working days after they have received the notice of recall.

ARTICLE 13 – VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

- 13.01** Where a job vacancy occurs which, the Employer intends to fill, or a new job is created, the Employer shall post a notice of such vacancy on the bulletin boards and beside the punch clocks. Such posting shall be for a minimum period of three (3) calendar days. The notice shall set out a description of the job qualifications required of applicants for the job, the hours of work (shift), the wage rate for the job and the date posting will be taken down. Any employee who is on vacation at the time a posting occurs, and who has made a request in writing prior to such absence, shall be considered for job postings occurring during the period of such absence. Applicants from within the bargaining unit, shall be given first consideration for the posted position. Members will be required to have appropriate qualifications to be able to meet the posting requirements. It is understood and agreed that there shall be no "Standing" notice and that a new notice must be given for each posting.
- 13.02** In the event of a layoff, recall or promotion, the Employer shall consider:
- a) the employee's seniority; and
 - b) the qualification, skill, and ability of the employee; and
 - c) where qualification, skill and ability are equal, the employee's seniority shall be the determining factor.
- 13.03** It is understood and agreed that in the event of layoff, probationary employees and part-time employees will be laid off prior to the layoff of bargaining unit employees, provided the bargaining unit employees have the skill and ability to do the remaining work.
- 13.04** No employee shall be transferred to a position outside the bargaining unit without his consent. The employees in the bargaining unit who are promoted or transferred out of the bargaining unit may be returned to the bargaining unit with full seniority provided the return is within three (3) months.
- 13.05** Employees who transfer to a new position within the bargaining unit can return to their previous position provided they return within twenty (20) days.
- 13.06** The Employer shall notify employees who are to be laid off due to a shortage of work, fourteen (14) calendar days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given.

ARTICLE 14 – WAGES AND CLASSIFICATIONS

14.01

APPENDIX "A"

Position	January 1 st , 2026	January 1 st 2027	January 1 st 2028
Excavator operator - landfill	\$31.48	\$32.48	\$33.48
Rock truck drivers	\$25.70	\$26.70	\$27.70
Equipment operator- landfill and compost	\$28.07	\$29.07	\$30.07
Mechanic	\$41.99	\$42.99	\$43.99
Labourer	\$22.81	\$23.81	\$24.81
Maintenance - compost	\$31.50	\$32.50	\$33.50

*** Where a bargaining unit employee is earning an hourly wage rate which is higher than the hourly rate in Appendix "A", they shall be paid the higher hourly rate at the time of ratification until such time as the wage grids in Appendix "A" are at or exceed their hourly rate.

*** Lead hand premium: \$2.50 per hour

14.02 A tool allowance of \$1500.00 shall be provided to the Mechanic(s) each year through a purchase order.

14.03 Apprentice rate based on % of Certified Mechanics rate:

7200 Hour Programs	Requirements for Progression	Progress To
First Year Apprentice	25% of Course Credit Hours, plus relevant work experience totalling 1800 hours.	Second Year
Second Year Apprentice	50% of Course Credit Hours, plus relevant work experience totalling 3600 hours	Third Year
Third Year Apprentice	75% of Course Credit Hours, plus relevant work experience totalling 5400 hours	Fourth Year
Fourth Year Apprentice	100 % of Course Credit Hours, plus completion and sign-off of workplace skills required for certification totalling 7200 hours	Write Certification Examination

Program Duration	Wage Rates	
7200 Hours	1 st year - 55% 2 nd year - 65% 3 rd year - 75% 4 th year - 90%	These wage rates are a percentage of the prevailing journey person's wages identified in this Agreement.

14.04... Welder apprentice rate shall be based on the current 4200-hour program as described through the Apprenticeship Board.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The standard work week shall be up to forty-four (44) hours, Monday to Friday inclusive.

Overtime at the rate of time and one half (1.5) the regular rate shall be paid for hours worked beyond forty-four (44) hours per week.

On Saturday, employees will be paid time and one half their regular rate, however, should an employee have an unscheduled absence for any reason then only hours worked in excess of 44 hours the week of the absence shall be paid at 1 and ½ times the employee's regular rate of pay.

The Employer will schedule required employees for one Saturday of work on a three (3) week rotation schedule as per the current practise.

If the Saturday work cannot be covered by the schedule described above, the employer will canvas for volunteers to cover Saturday overtime. Employees can volunteer for Saturday overtime in a different line of business if they are qualified to perform the work.

If insufficient employees are available for Saturday work through the rotation or volunteers, the Employer can cover the open positions with non bargaining unit employees or temporary personnel.

15.02 Overtime at the rate of double the regular rate shall be paid to all employees for all authorized work performed on Sundays.

15.03 Rest Periods

- a) The meal period will be one half hour unpaid.
- b) Employees will be granted two paid fifteen (15) minute rest periods. One rest period in the first half and one rest period in the second half of each shift.
- c) Employees who work through their lunch will be paid and Employees who, after receiving prior authorization work through their morning and/or afternoon breaks will be paid an extra fifteen (15) minutes for each break not taken.
- d) Employees asked to work/operate on holidays shall not be working alone.

ARTICLE 16 -- HOLIDAYS

16.01 An employee will receive the following specified holidays with pay:

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

16.02 Any employee required to work on any of the above-mentioned statutory holidays shall be paid one time and one half (1 ½) their regular hourly rate in addition to being paid for the holiday provided the employee remains available for and accepts the work assigned while on the job.

- a) All full-time employees shall be paid ten (10) hours at their applicable rate for the above statutory holidays, provided they work the scheduled day before and scheduled day after the holiday. If an employee does not work their scheduled day before and after the statutory holiday, they must provide reasonable cause as defined in the Employment Standards Act of Ontario to receive payment for the statutory holiday.
- b) When Employer requires Employees to work on a statutory Holiday the Employer shall canvas for Volunteers. If no volunteers come forward, the Employer shall schedule an Employee based on reverse seniority.

ARTICLE 17 – VACATIONS

17.01 Employees will be entitled to vacation with pay, with vacation pay calculated as a percentage of wages paid to the employee in the previous calendar year, including standby pay, holiday pay and vacation pay.

- a) Employees with less than one (1) year service shall receive in lieu of vacation entitlement, an amount equal to four percent (4%) of their earnings.
- b) After twelve (12) months' employment up to four (4) years employment – four percent (4%) vacation pay of gross earnings with up to two (2) weeks' vacation leave.
- c) After five (5) years' employment up to nine (9) years employment – six percent (6%) vacation pay of gross earnings with up to three (3) weeks' vacation leave
- d) After ten (10) years' employment – eight percent (8%) vacation pay of gross earnings with up to four (4) weeks' vacation leave.
- e) Unused vacation time to be paid out on the first pay period following April 30th of each year. It is understood that any unused vacation that is paid out, the unused vacation time is also forfeited.

17.02 In the event the employer determines that the number of employees desiring vacation at any one time would interfere with the operations, the Employer will award the vacation by seniority

17.03 When a paid statutory holiday occurs during the Employees' vacation, the Employee will receive an extra days pay.

17.04 The Employer will do everything possible to ensure that Employees receive their vacations when requested. Vacation must be taken in the vacation year and cannot be accumulated or carried forward. An Employee shall request vacation pay to be paid at the time vacation is taken.

ARTICLE 18 – PENSION, HEALTH AND WELFARE

18.01 Within ninety (90) days of the ratification of this agreement, the employer will implement and transfer all the Employees to the Employer paid benefits plan and discontinue any co-pay for the plan. This new plan will remain in place for the duration of the agreement.

18.02 The Employer will maintain the current DPSP plan for the duration of this agreement.

ARTICLE 19 – GENERAL

19.01 Copies of disciplinary correspondence shall be given to the employee involved, a copy to be sent to the Union office.

19.02 Wages shall be paid by cash, cheque, or bank deposit at the option of the Employer, weekly or bi-weekly at the Employers choice, during working hours on the Thursday following the end of the pay period and shall be accompanied by an electronic statement identifying the employer and the employee and setting out regular and overtime hours, amount of vacation pay as well as deductions for Income taxes, Employment Insurance, Canada Pension, Union Dues and contributions to Union Benefit Funds and Industry Funds. Employee can request a printed pay statement if they can't access their electronic statement with in 3 days of the access issue being reported.


The Employer shall resolve any payroll discrepancies in a timely manner.

IN WITNESS WHEREOF, each of the parties hereto has caused this Collective Agreement to be signed by its duly authorized representatives this 10 day of February 20 2026

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

Signé par : 

Signature

Robert Bouvier Jr. jr

Please Print Name and Title
(Note: please complete date line above)

10930 Sherbrooke E.

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Montreal East

City, Province, Postal Code

514-250-8963

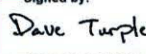
Telephone and Fax Number(s)

rbouvier@matrec.ca

Email Address



Mike Gallagher, Business Manager

Signed by: 

Dave Turple, President

Signed by: 

Rick Kerr, Treasurer

DocuSigned by: 

Mike Scott, Vice President

Signed by: 

Steve Booze, Recording-
Corresponding Secretary

Signed by: 

Recommended by: Derek Merkley
Title: Business Representative