

COLLECTIVE AGREEMENT

-BETWEEN-

HGC MANAGEMENT INC.

(hereinafter called "the Employer")

-AND-

UNIFOR AND ITS LOCAL 333

(hereinafter called "the Union")



UNIFOR

the Union | le syndicat

Effective: July 1, 2025

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ARTICLE 1- GENERAL PURPOSE AND SCOPE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the Employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this agreement:

- a) "Employer" means **HGC** Management Inc.
- b) "Union" means Unifor and its Local 333.
- c) "Employee(s)" means all Employees of **HGC** Management Inc. who are within this bargaining unit.
- d) "Bargaining Unit" means all Employees of **HGC** Management Inc. in the City of Belleville, Ontario, save and except supervisors and those above the rank of supervisor.
- e) The Bargaining Unit shall be known as 333-23

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01 The Union recognizes that the management of the operation and the direction of the working forces are fixed exclusively by the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- a) to maintain order, discipline and efficiency;
- b) to hire, direct, discharge, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged or disciplined without reasonable cause or improperly classified, transferred, laid off or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure as herein provided;
- c) to make, enforce and revise, from time to time, rules and regulations relating to discipline, safety and general conduct of the Employees;
- d) to determine the number of personnel required from time to time, the standards of performance of Employees, the schedule of work including the schedule of overtime to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products, the control of materials and parts to be incorporated in the products to be produced, and the extension, limitation, curtailment or

cessation of operations heretofore vested in and exercised by the Employer which shall remain sole responsibility of the Employer.

- e) Management will exercise its rights in a manner that is consistent with the terms of the Collective Agreement.

ARTICLE 4 - RECOGNITION AND SECURITY OF UNION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees.
- 4.02 No Employees shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement.
- 4.03 The Employer agrees that each new Employee shall, as a condition of employment:
 - a) Become and remain a member in good standing of the Union, and
 - b) The Employer shall deduct from each regular pay of all Employees within the bargaining unit dues as are levied on all members of the Union. The Employer shall remit monthly the total of such deductions to the Treasurer of Local 333 no later than the fifteenth (15th) calendar day of the month following. The Union shall notify the Employer at least thirty (30) calendar days in advance of any changes in levies and collects.
 - c) The Employer will not collect, and the Union dues will not include any fees and levies other than regular union dues and initiation fees.
 - d) The Union shall indemnify and save harmless the Employer and its representatives with respect to all claims and demands made against the Employer by the Employees within the bargaining unit as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
 - e) Employees upon hire will have the union initiation fee deducted and commence paying union dues, which moneys will be forwarded to the union as per 4.03 (b).
- 4.04 With the first payment of union dues, the Employer will forward a list of Employees' names, addresses, telephone numbers, hourly rate and total hours worked. With subsequent payment, the Employer will show any changes in Employees' status or deductions.
- 4.05 Should any Employee not pay union dues in the month, the reason for non-payment will be indicated on the above-mentioned list.
- 4.06 The Union will deliver to the Employer a letter setting out the amount of monthly dues mentioned in Section 4.03. The Union agrees to calculate the Employee Union dues by a method compatible with the Employer's Payroll System.
- 4.07 Persons whose regular jobs are not in the Bargaining unit will not work on any jobs for

which rates are established by this Agreement, except for the purpose of instructing or in emergencies when regular employees are not available. A reasonable effort will be made to fill emergency jobs with qualified bargaining unit employees. For the purpose of clarification an emergency cannot be defined as an employee being on break or lunch period.

ARTICLE 5 - RELATIONSHIP / DISCRIMINATION

- 5.01 The Union agrees that Local 333 of Unifor is a local thereof, chartered by, and in good standing with it, and acknowledges its responsibility to the Employer for the acts of the Local, its officers, agents and representatives pertaining to this Agreement or breach thereof as fully as though such acts were its own acts.
- 5.02 The Union, its representatives or its members shall not discriminate against, interfere with, restrain or coerce any Employee with respect to his right to work.
- 5.03 The Employer, Employees and Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Employer, Employees and Union. No Employee will conduct Union activities on the premises of the Employer except as specifically permitted by this agreement.
- 5.04 Anti-Harassment Statement
The Company is committed to the prevention of harassment in the workplace. The Company will make every effort possible to ensure that no employee or anyone having a work relationship with any employee is subject to any form of harassment. The Company will make every effort possible to maintain a work environment free from any form of harassment.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 There shall be no lock-out by the Employer and no strike, slowdown, refusal to perform work, picketing or other interference with the operation of the Employer's business by the Employees during the term of this Agreement. However, any action by the Employer in closing its plant during a general strike, riot or civil commotion for the protection of the plant, property or equipment shall not be deemed a lockout.

ARTICLE 7 - UNION REPRESENTATION

- 7.01
- a) The Employer acknowledges the right of the Union to appoint or otherwise select from amongst the employees in the Bargaining Unit a Union Committee and will recognize the said Committee for the purpose of negotiating renewal amendments and for attending grievance meetings with Management, provided that not more than two (2) such members shall attend such meetings.
 - b) The Union Committee will consist of one (1) Bargaining Unit Chairperson and one (1) Steward.

- c) The Employer will recognize such a Committee provided that the Employees on it have completed their probationary period and the Union notifies the Employer, in writing, with the names of the Committee members. Committee members shall not suffer loss of pay for the time spent in meetings with the Employer under the grievance procedure (Article 14). The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- d) The Union Committee may have the assistance of a full-time representative of the Union at any meeting with the Employer.
- e) The Union acknowledges that the Committee members and Stewards have their regular duties to perform as Employees and that such persons will not leave their regular duties without first obtaining permission from their supervisor; such permission will not be unreasonably withheld.
- f) When a member is relieved from their duties to attend negotiations, union functions or courses, the Employer will continue to pay the member their regular wages and invoice to the Local to recoup the funds.

7.02 New Employees

The Employer agrees to acquaint new Employees within the Bargaining Unit with the fact that a Collective Agreement is in effect and with the conditions of employment set out in these Articles dealing with Union Security.

- 7.03 On commencing employment, the Employee's Supervisor will introduce the new Employee to the Bargaining Unit Chairperson or the Union Steward.

ARTICLE 8 - HOURS OF WORK / OVERTIME

- 8.01 This Article provides the basis for establishing normal, working schedules and the calculation of payment of overtime and shall not be read or construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week, nor as a guarantee of working schedules.

8.02 Hours of Work

Normal workweek will consist of five (5) shifts of nine (9) hours, Monday to Friday, starting at 6:30 a.m. There will be two (2) paid rest periods of fifteen (15) minutes each, one in the morning between 8:45 a.m. and 9:45 a.m. with the second in the afternoon between 1:15 p.m. and 2:15 p.m. as well as one (1) unpaid lunch period of (30) minutes between 11:00 a.m. and 12:00 noon or as mutually agreed to.

In the event of bailing system breakdown resulting in bailing backlog, the Employer can schedule employees' start time for bailing purposes only, starting between 6.00 am and 8.00 am to clear the backlog. The Employer will attempt to give twenty-four (24) hours' notice of start time changes.

During periods of lower tonnage, the Company will not unreasonably withhold their consent to reverting to the regular shift when requested by employees.

8.03 Overtime

It is mutually agreed between parties that, from time to time, overtime hours are necessary to perform both collection and processing duties. The Employer will endeavor to prevent overtime and will try to limit it to Employees who wish to work these extra hours. If at all possible, twenty-four (24) hours' notice will be given to Employees for scheduled overtime.

All overtime work shall be offered to the permanent employees who normally perform the available work on a regular basis.

Drivers Only

It is understood that routes may need to be completed on overtime. Therefore, drivers will work up to one (1) hour extra per day past the end of their regular shift to a maximum of two (2) days per week. The Company will seriously try to limit overtime as much as possible.

8.04 Overtime will be paid at one and one half times (1.5) the regular rate of pay for all hours worked in excess of forty (40) hours in one week.

8.05 Pyramiding of Payment

There shall be no additional or pyramiding of overtime rates provided by various provisions of this Agreement.

8.06 Employees who are required to work four (4) or more hours of unscheduled overtime, at the end of the shift, will be paid a meal allowance of **\$20. From 60 days after ratification of this collective agreement.**

8.07 Statutory hours will be included for the purpose of calculating the payment of overtime hours.

ARTICLE 9 - PUBLIC PAID HOLIDAYS

9.01 An Employee will be paid for a normal day at his straight time hourly rate for each of the following holidays:

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

In addition, each permanent employee who has worked a minimum of one-thousand (1000) hours in the previous calendar year will be entitled to three (3) floating holidays per year, to be taken at a time mutually convenient to the Employee and the Employer.

The three (3) floating holidays may be utilized for sick days by the Employees if requested except for the work day before and after a designated holidays per list above.

9.02 An Employee does not qualify for pay for a Public Paid Holiday if the Employee:

- a) does not earn wages on twelve (12) days of the four (4) work weeks preceding the holiday; scheduled vacation leave or other paid leave is not considered missed time;
- b) does not work his scheduled regular day of work preceding or following the holiday unless the employee requests in writing on a form provided and receives written permission from his Supervisor and Head Office to be absent from work without pay.

For Employees with less than four (4) weeks' service, payment for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four (4) weeks before the work week in which the public holiday occurred, divided by twenty (20).

9.03 An employee who is required to work on any of the above Holidays will be paid at time and one half (**1 and 1/2**) his regular rate for all hours so worked and in addition will receive holiday pay entitlement.

9.04 Should a Statutory Holiday fall on a Saturday or Sunday, the Company agrees to meet with the Union Committee at least sixty (60) days prior, to mutually determine the day to be substituted. Both Parties agree to the importance of maintaining a level of service to our customers that will be consistent with the level of service that they are receiving from other agencies that collect waste from the areas affected by Statutory Holidays.

ARTICLE 10 - WAGE RATES AND SCHEDULES

10.01

- a) Classifications and rates of pay are set forth in Schedule "A" attached hereto and are hereby declared to form part of this Agreement.
- b) Employees will provide the Employer all necessary payroll information including a voided cheque. Employees will be paid by automatic deposit no later than Friday of each week, provided that the Employee deals with a Chartered Bank. Pay and pay stubs will usually be available on Thursday.
- c) An Employee who reports for his regular scheduled shift, ready and able to perform his duties, will be guaranteed at least four (4) hours of work or will be guaranteed payment at the applicable hourly rate for four (4) hours. Such employee may choose at any time to go home and be paid accordingly.
- d) An Employee who is called back to work after having left the Employer's premises will be guaranteed a minimum of four (4) hours at the applicable hourly rate.
- e) In the event an employee is temporarily transferred to a higher rated job classification, he shall receive the rate of that higher rated classification for the full period of the transfer. If an employee is temporarily transferred to a lower rated job classification the rate of pay of his normal job classification will be maintained.

- f) The Employer will advise the Union of any changes in existing job classifications or any new job classification before any changes or new classification is put into effect.
- g) When a job is created or there is any significant change in existing jobs, management will discuss with the Union the rate or rates to be paid. If an agreement cannot be reached the matter may be subject to arbitration.

ARTICLE 11- VACATIONS

11.01

- a) As of January 1st each year, Employees with less than twelve (12) months of service shall be entitled to four (4%) percent of the prior year's earned wages. Vacation entitlement shall be a prorated number of days based on number of months worked divided by twelve (12) months, multiplied by two (2) weeks and rounded up or down to the nearest full day.
- b) As of January 1st of each year, Employees with greater than twelve (12) months of service shall be entitled to four (4%) percent of earned wages paid during the prior year. Vacation entitlement shall be two (2) weeks.
- c) An Employee who reaches his fifth (5th) anniversary of continuous employment shall have an additional two (2%) percent of the prior twelve (12) months' earned wages added to his vacation account. That portion calculated on earnings paid prior to January 1st of the current year will become part of the current year's vacation pay entitlement. Vacation pay will then accrue at six (6%) percent of earned wages and vacation entitlement will be three (3) weeks commencing with the fifth (5th) anniversary of continuous employment.
- d) An Employee who reaches his tenth (10th) anniversary of continuous employment shall have an additional two (2%) percent of the prior twelve (12) months' earned wages added to his vacation account. That portion calculated on earnings paid prior to January 1st of the current year will become part of the current year's vacation pay entitlement. Vacation pay will then accrue at eight (8%) percent of earned wages and vacation entitlement will be four (4) weeks commencing with the tenth (10th) anniversary of continuous employment.
- e) Vacations pay will only be calculated on earned wages and will not be calculated on vacation pay paid during the calculation year.
- f) Employees are expected to take vacation time representative of vacation pay available to them. Employees will not generally be allowed to take vacation pay in lieu of vacation time with pay. Employees who wish to take more vacation time than the vacation pay available to them will have their requests administered under Article 17.01.

- g) Any employee absent from work four (4) consecutive months who returns to work:
 - i. before September 30 - the Employer will schedule his/her remaining vacations per article 11.02(d)
 - ii. between October 1 to November 15 - the Employer will schedule up to two (2) weeks of the remaining vacation. The individual may choose to be paid for my remaining vacation.
 - iii. November 16 and after - the individual may choose to be paid for any remaining vacation.

11.02

- a) In the first week of August of each year, the Company shall post a vacation schedule showing an employee's vacation time entitlement for the following calendar year. Each employee will have until September 15th of each year to submit their vacation request to their supervisor. Between September 15th and October 1 of each calendar year, the Company will make a vacation schedule, granting and adjusting vacation by seniority. For the purpose of vacation only, plant seniority within a department shall govern.
 - b) On October 1 of each year, a complete vacation schedule must be finalized and posted on the bulletin board showing granted vacation dates. Once established, such dates shall not thereafter be changed except with the consent of the employee concerned.
 - c) All vacation requests after October 1 shall be on the first come first serve basis.
 - d) Any outstanding vacation not scheduled by April 1, the Employer starting with the last available week in the calendar year, shall schedule by seniority, all remaining vacation weeks. Within fourteen (14) calendar days, a confirmed vacation schedule shall be posted and no change shall be allowed unless by mutual agreement.
 - e) An updated vacation allotment list will be posted by the Employer every three (3) months, listing every Employees remaining vacation allotment left.
- 11.03 As far as practicable, and based on operational needs, vacations will be granted at the times most desired by the Employees; however, the Employer reserves the right to designate vacation periods for all Employees in a manner consistent with the efficient operation of the Employer's business.
- 11.04 Vacations shall not normally be cumulative and shall be taken in the year in which they become due. However, up to one (1) week's vacation may be held over for a maximum of four (4) months with the written permission of the Employer.
- 11.05 If operational conditions permit, an Employee may take his vacation in an unbroken period.
- 11.06 Vacation pay due will be issued during an Employee's vacation period and automatically

deposited into their account. Vacation pay will correspond to the amount of time taken. Upon two (2) weeks' prior written request, vacation pay will be paid in advance of actual time taken. The Net Pay will be estimated and paid as an advance. A vacation pay stub will be generated during the week(s) the employee is off on vacation and any difference to the estimate will be remitted at this time.

ARTICLE 12 - SENIORITY

- 12.01 For the purpose of this Agreement, seniority shall be defined as the period of continuous service in the plant from date of hire.
- 12.02 An employee will be considered to be on probation and will have no seniority standing until he has completed a total of five hundred and twenty (520) hours of work or three (3) months, whichever is greater, with the Employer. Termination of employment of an Employee by the Employer during the probationary period shall not become subject to the grievance or arbitration procedures of this Agreement. Upon satisfactory completion of the probationary period, seniority status will be based on the date of employment. By mutual agreement this period may be extended for up to an additional two (2) months.
- 12.03 The Employer will post a seniority list at a central location and shall revise such a list every twelve (12) months, or when changes occur. Such seniority list shall indicate the Employee's date of hire (plant Seniority), current position.
- 12.04 A copy of the list in Article 12.03 shall be made available to the Union. Where two or more Employees have the same seniority date, the Employee whose application was first processed shall be deemed to have greatest seniority.
- 12.05 No Loss of Seniority Rights
An Employee shall not lose seniority or seniority rights as provided in this Agreement if he is absent from work because of sickness, accident or leave of absence approved by the Employer.
- 12.06 Loss of Seniority Rights
An Employee shall only lose seniority and seniority rights in the event that:
- a) he is discharged for just cause and is not reinstated through the grievance or arbitration procedures; or
 - b) he resigns; or
 - c) he is absent for two (2) consecutive working days without notifying the Employer unless the Employee has a bona fide reason; or
 - d) he fails to report for work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause of which the Employer is immediately notified; or

- e) he is laid off for a period longer than fifteen (15) months; or
- f) he is absent from work as a result of sickness covered by the disability benefits in this Agreement for a period of twenty-four (24) months.

12.07 It shall be the duty of Employees to notify the Employer promptly in writing of any change in address. If an Employee fails to do this, the Employer will not be responsible for failure to notify, as required in this Article.

12.08 Job Postings

When a vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall post a notice of the position in a central location for a period of five (5) calendar days. For the purpose of this Agreement, a vacancy is defined as a position for which the regular Employee filling the position will not be available for a minimum of twenty (20) consecutive working days. The Employer reserves the right to assign Employees to vacant positions for shorter duration of time.

It is understood that when a posting takes place due to an employee not being available for work as specified above, the returning employee and all employees will return to their former classifications.

12.09 Information on Postings

Such notices shall include the following information: the position, the scheduled shift and the hourly rate of pay.

12.10 Job vacancies within the Bargaining Unit will be filled on the basis set forth herein and the following factors shall be considered:

- a) qualifications, skill, ability and efficiency to perform the work;
- b) seniority; and where factors evaluated in (a) are relatively equal, seniority will govern.
- c) training shall be provided.

12.11 The successful applicant and Bargaining Unit Chairperson shall be notified within one (1) week following the end of the posting period.

12.12 In the event that the successful applicant proves unsatisfactory in the position or if the Employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

12.13 Upon appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified of all hiring, lay-off, recalls and termination of employees.

ARTICLE 13 - TERMINATION, LAY-OFF AND RECALLS

13.01 No new Employees will be hired until those who have been temporarily laid off, have been given an opportunity of recall, provided that they are qualified to do the work available.

13.02

- a) In case of a lay-off, employees so affected will be laid off in reverse order of their seniority. Training shall be provided.
- b) An employee who is laid off shall have recall rights for a period of fifteen (15) months from the date of his lay-off.

13.03 Employees laid off can maintain their benefit coverage to the end of the current month provided that they are willing to pay in advance their portion of the premium. Employees who are recalled will be reinstated on the benefit program immediately, with no waiting period.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 A grievance may only arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

14.02 Should a grievance arise, it shall be handled according to the following procedure:

Informal Step

It is understood and agreed that prior to submitting a written grievance, the Employee will discuss the matter with his supervisor, or in the case of a difference between the Employer and the Union, as set out in Section 14.04 of this Agreement, a representative of the Union will discuss the matter with the owner or manager.

Step 1

If the matter cannot be settled at the informal step, the Employee shall submit a written grievance, within three (3) days of the incident in question, or should have become aware of the incident in question to his immediate supervisor and his steward will be present. The immediate supervisor shall, within three (3) working days, give his written decision to the Employee.

Step 2

If the decision of the immediate supervisor is not acceptable to the grievor, he may appeal the decision to the manager. This appeal must be in writing and be submitted within four (4) working days from the date of the immediate supervisor's written decision. A meeting will be held between the manager, the grievor and the Union Committee within five (5) working days from such submission. The manager will give his decision in writing within five (5) working days from the meeting date.

Step 3

Should the grievance not be resolved after Step 2, the Union Committee and a full-time representative for the Union will meet with the manager and owner within ten (10) working days from the date of the written decision outlined in Step 2. A decision, in writing, will be provided within ten (10) working days by the owner or manager and copies will be provided to the Employee and Union.

- 14.03 A claim by an Employee that he has been unjustly discharged or suspended will be treated as a grievance, provided that he files a written grievance with the manager within three (3) working days after his discharge or suspension. In such cases Step 1 of the grievance procedure will be bypassed. 14.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees, the Union, or the Employer has a grievance, Step 1 of this Article will be bypassed. However, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an Employee when such Employee could himself institute a complaint or grievance directly and the regular grievance procedure shall not be bypassed.

14.05 Agreements Binding on Parties

All signed agreements reached under the Grievance Procedure between the representatives of the Union and Employer will be final and binding upon the Union, the Employer and the Employees.

ARTICLE 15 - ARBITRATION PROCEDURE

- 15.01 If the grievance remains unsettled following the procedure set forth in Article 14, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing to that effect not more than thirty (30) working days after the date of the decision rendered at Step 3 of the grievance procedure.
- 15.02 When either the Employer or the Union request that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party in this Agreement.
- 15.03 The decision of the arbitrator shall be final and binding on both parties.
- 15.04 The Arbitrator shall not be given any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 15.05 Each of the parties hereto will bear the expenses of the arbitrator.
- 15.06 No matter may be submitted to arbitration, which has not been properly carried through all previous stages of the grievance procedure.

15.07 Any and all times referred to under the grievance and arbitration procedures herein may be extended by written agreement between the Employer and the Union.

15.08 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a written clarification of its decision, which it shall do within five (5) working days of the decision. The party making such a request will bear the expenses relating to such a request.

ARTICLE 16 - SUSPENSION AND DISCIPLINE

16.01 When an Employee is suspended or discharged, he shall be given a reason in writing for the suspension or discharge. The Employer will endeavor to give such notification at the time of suspension or discharge and will provide the Union with a copy of same.

16.02 When an Employee is being formally disciplined, the Union steward will be present.

16.03 Any document or written statement relating to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twelve (12) months have elapsed since the disciplinary action was taken.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 General Leave

Leave of absence, without pay, will be granted by the Employer upon request providing that operational conditions are met.

17.02 Bereavement Leave

An employee will be granted leave, with pay, at his regular hourly rate, in the event of a death as follows:

- a) **Five (5)** days in the case of a death of a spouse, common law spouse, child or parent (husband, wife, son, daughter, mother & father).
- b) **Four (4)** days in the case of a death of sister, brother.
- c) **Three (3)** days in the case of the death of a mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law. For step-mother, step-father, step-son or step-daughter, a) would apply **five (5 days)**.
- d) Additional bereavement leave will be administered under the provisions of Article 17.01 and will not be unreasonably denied.
- e) Bereavement leave must be used consecutively and as close to the day of the funeral as reasonable.

- f) In the event that an Employee is on vacation at the time that a death in the family occurs, the bereavement leave will commence and any unused vacation days will be restored for future use by the Employee.
- g) One (1) extra day with pay will be added to bereavement leave if the Employee has to travel out of province to attend the funeral.

17.03 Time Off for Voting

Employees who are qualified to vote shall, on election days, if necessary, be given adequate, unpaid time to vote, according to municipal, provincial and federal legislation.

17.04 Union Conventions

When operational requirements permit, the Employer will grant leave without pay to Employees who exercise the authority as a representative of the Union. Such time shall not cumulatively exceed thirty (30) days in any contract year. It is further understood that at least two (2) weeks notice will be given to the Employer, in writing, requesting such leave.

17.05 When operational requirements permit, the Employer will grant leave without pay to Employees representing the Union for contract negotiations and other Union business.

ARTICLE 18 - HEALTH AND SAFETY

18.01 The Employer and Employees will comply with the *Occupational Health and Safety Act* of Ontario and subsequent amendments.

18.02 The Employer will make reasonable provisions for health and safety of its Employees during the hours of their employment. The Employer will welcome suggestions on the subject from the Union and Employees and all parties to this Agreement undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment accident or injury. The Company will provide training to the Health & Safety Representative.

ARTICLE 19 - BENEFITS

19.01 The benefit package that is presently offered will remain in effect and the Employee will pay \$6.60 per week for family coverage or \$2.64 per week for single coverage. Should the plan provider change, the Employer will ensure that a comparable level of coverage as currently enjoyed under the Equitable Life of Canada plan is maintained. All eligible employees must belong to the plan unless proof of alternate coverage is provided.

Employees are not eligible for benefits coverage until they have completed three (3) months of continuous employment, which employment must be consistently over twenty-five (25) hours per week.

New employees must complete six (6) months of continuous employment to be eligible for:

- a) Dental Plan coverage with the first year maximum for new employee limited to five hundred dollars (\$500.00) per person.

Dental Plan changes to match other locations:

- i) nine (9) months dental recall
- ii) orthotics & orthopedic shoes up to three hundred dollars (\$300); breast prosthesis every twelve (12) months.
- c) Family Vision Care:
Family Vision Plan with receipts starting as follows: **five hundred (\$500)** per employee family per contract term.

ARTICLE 20 – CLOTHING

20.01 Each Employee will be issued the following clothing items:

- 3 T-shirts
- 3 long sleeve shirts or 1 sweater and 1 shirt
- 2 pairs of pants
- 1 winter parka or 1 winter coverall

Clothing will be delivered by the following dates:

Summer Clothing – May 15th of each year

Winter Clothing – November 1st of each year

20.02 Rain wear, safety glasses, safety vests and work gloves will be supplied on an “as needed basis, in order to get replacements, Employees shall turn in their worn-out items for new ones.

20.03 The Employer shall ensure that all clothing issued will be of good quality and Employees shall ensure that they are properly maintained.

High Cut Boots only

Two hundred dollars (\$200) per employee per calendar year toward the purchase of CSA Green Patch Safety Footwear upon submission of invoice, effective July 1, 2022. Two hundred and twenty-five dollars (\$225.00) per employee per calendar year toward the purchase of CSA Green Patch Safety Footwear upon submission of invoice, effective July 1, 2023. Two hundred and fifty dollars (\$250) per employee per calendar year toward the purchase of CSA Green Patch Safety Footwear upon submission of invoice, effective July 1, 2024.

ARTICLE 21 – MISCELLANEOUS

21.01 Plural or Feminine Terms may apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

ARTICLE 22 – DURATION OF THE AGREEMENT

22.01 The duration of this agreement shall be from July 1, 2025 – June 30, 2028.

22.02 This agreement shall remain in effect from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party, between the period of sixty (60) to ninety (90) days prior to the termination date.

22.03 Negotiation shall begin within thirty (30) days following notification for amendment as provided in the preceding paragraph.

22.04 If pursuant to such negotiation an agreement is not reached on the date of renewal or amendment of this agreement, or the making of a new agreement prior to the expiry date, this agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed by law have been completed, whichever date should first occur.

ARTICLE 23 - RELOCATION

23.01 Should the Company move the operation within a fifty (50) kilometer radius this Collective Agreement shall be therefore applicable at the new location.

ARTICLE 24 - ATTACHMENTS

24.01 This agreement includes the following:

1. Schedule "A"
2. Schedule "B"
3. Letters of Understanding

July 1, 2025 - 4%

July 1, 2026 - 4% July 1, 2027 — 4%

***Increase to be applied retroactively from June 30, 2025**

Wage Rates:

Effective July 1, 2025 - 4%			
Classification	Hourly	Training	Probation
Driver	\$ 21.39	\$ 20.17	\$ 19.16
Shipper/Receiver	\$ 21.35	\$ 19.06	\$ 18.06
Baler Operator/Maintenance Op	\$ 21.35	\$ 19.06	\$ 18.06
Maintenance Handyman	\$ 21.35	\$ 19.06	\$ 18.06
Operator	\$ 19.85	\$ 19.26	\$ 18.25
Sorter	\$ 18.15	\$ 17.60	\$ 17.60
Lead Hand			
DZ Driver	\$ 22.72		
Effective July 1, 2026 - 4%			
Classification	Hourly	Training	Probation
Driver	\$ 22.24	\$ 20.98	\$ 19.93
Shipper/Receiver	\$ 22.20	\$ 19.82	\$ 18.78
Baler Operator/Maintenance Op	\$ 22.20	\$ 19.82	\$ 18.78
Maintenance Handyman	\$ 22.20	\$ 19.82	\$ 18.78
Operator	\$ 20.64	\$ 20.03	\$ 18.98
Sorter	\$ 18.88	\$ 18.30	\$ 18.30
Lead Hand			
DZ Driver	\$ 23.63		
Effective July 1, 2027 - 4.0%			
Classification	Hourly	Training	Probation
Driver	\$ 23.12	\$ 21.82	\$ 20.73
Shipper/Receiver	\$ 23.09	\$ 20.61	\$ 19.53
Baler Operator/Maintenance Op	\$ 23.09	\$ 20.61	\$ 19.53
Maintenance Handyman	\$ 23.09	\$ 20.61	\$ 19.53
Operator	\$ 21.46	\$ 20.83	\$ 19.73
Sorter	\$ 19.63	\$ 19.03	\$ 19.03
Lead Hand			
DZ Driver	\$ 24.57		

Note: Lead Hand rate is \$1.00 above the classification the worker presently holds.

SCHEDULE "B" - CLASSIFICATIONS AND PRINCIPAL DUTIES

- A) DRIVER
 - Check vehicle
 - Pick up recyclable at customer location
 - Maintain customer service and satisfaction

- B) SHIPPER/RECEIVER
 - Organize and Maintain Warehouse
 - Inventory Material
 - Scale
 - Ship and Receive

- C) BALER OPERATOR/MAINTENANCE OPERATOR
 - Operator Horizontal Baler
 - Troubleshoot
 - Minor Repairs to Production Baler
 - Complete required Baler Maintenance Reports

- D) MAINTENANCE HANDYMAN
 - Minor Maintenance Repairs
 - Bin Repairs
 - Painting

- E) FORK LIFT DRIVER
 - Inventory Bales
 - Load and Unload Truck Trailers
 - Weight and Grade Material
 - Maintain Record for the office
 - Proper Loading (right material, quantity, load weight)
 - May complete bills of landing
 - Pre-Use Inspections
 - Post Use Inspections
 - Fueling Procedures

- F) LOADER
 - Load material onto conveyors
 - Maintain yard material piles
 - Inspect Inbound Loads and Report Any Issues
 - Pre-Use Inspections
 - Post Use Inspections
 - Fueling Procedures

- G) BALER/SORTER
 - Operates horizontal baler
 - Builds a bale
 - Responsible for quality of bale
 - Responsible for weight of bale

- H) GENERAL LABOUR/ SORTER
- Operate the down stroke baler
 - Sort material - proper quality
 - Sort and feed polystyrene machine
 - Load material into baler/feed conveyor
 - Tie off bales
 - Manual Labour

The Employer agrees to keep an accurate record of all training with a copy to the Chairperson of the Union.

LETTER OF AGREEMENT #1- CONTRACTING OUT (TEMP AGENCY)

The Employer agrees to limit the utilization of contracted out employees (Temp Agency) to the following:

- a) to replace regular employees' absence
 - i) on vacation
 - ii) short term illness (two weeks or less)
 - iii) short term absences (two weeks or less)
- b) in case of short-term emergencies (two weeks or less)
 - i) work overload
 - ii) housekeeping requirements

It is agreed that no regular employees will lose any work time as a result of having Contracted Out employees utilized.

It is recognized that a maximum requirement at any one time shall be (2) Contracted Out employees at any one time. However, should more be required, the Employer shall notify the Union Chairperson as to the reason why it is needed.

It is further agreed that any Contracted-Out employees will be utilized at the lowest classified position where feasible.

LETTER OF AGREEMENT #2 - EXAMPLE RE: VACATION

The following example is provided to clarify the wording of Article 11.01(c) which handles the vacation pay payable at the Employees' fifth (5th) anniversary on July 2, 2007.

The following definitions will apply:

Current Vacation Account - Vacation money available to employee in current calendar year.

Accrued Vacation Account - Vacation money collected in an account by employee for next year's vacation.

An Employee whose fifth (5th) anniversary is July 2, 2007 will begin the 2007 vacation year with four percent (4%) of his 2006 earned wages in his current vacation account. On the pay in which his anniversary falls, his accruing rate on current earnings will increase to six percent (6%). He will also have two percent (2%) of YTD 2007 earned wages added to his vacation accrual account. He will have two percent (2%) of earned wages from July 2, 2006, to the last pay during 2006 added to his current vacation account which had previously been posted during January 2007.

LETTER OF AGREEMENT #3 - RE: PLANT SUPERVISOR

Both parties agree that the Plant Supervisor may fill in on a job in the absence of a suitable trained experience regular employee.

Both parties agree that the supervisor shall not displace any employee or cause any employee to be laid off or cause any reduction in the hours of work to any employee.

LETTER OF AGREEMENT #4 - RE: BULLETIN BOARD

The Employer agree to provide a Union Bulletin Board in the Lunchroom.

LETTER OF AGREEMENT #5 - RE: COMPANY POLICIES

The Union is requesting a copy of all Company policies in effect at the Belleville Location. The Employer agrees to provide the employees and the Union with copies of any new or changed policies. It is agreed that any new or change policies cannot be contrary to the Collective Agreement.

LETTER OF AGREEMENT #6 - RE: BENEFIT PLAN (ALL LOCATIONS)

As the HGC Management Benefit Plan is the same at all locations, it is agreed that should any improvements occur to the present Benefit Plan for any reason, any improvement will be passed on to the Belleville employees.


LETTER OF AGREEMENT #7 - RE: COLLECTIVE AGREEMENT

The Union agrees to provide a final copy of the new Collective Agreement to the Company for proof reading, final signing and distribution.

SIGNED AT BELLEVILLE, ONTARIO ON THIS 17 DAY OF Nov , 2025

FOR THE EMPLOYER

FOR THE UNION





SCHEDULE "A" - RATES OF PAY AND TRAINING

Probation Rate shall be paid while employee is on probation as a new hire only. Training rate shall be either:

- a) the rate that will be utilized after probation for a new hire. It shall be for three hundred (300) hours after probation.
- b) this training rate for any other employee that is promoted by the Collective Agreement to any other position other than his classified position to include basic training period and not to exceed three hundred (300) hours.
- c) All hours worked in a position (through temporary upgrades, training, etc.) will be counted towards the three hundred (300) hours necessary to move up to the Hourly Rate.

Basic Training Period shall be as follows:

Driver	four (4) weeks
Operator	two (2) weeks
Sorter	

The Employer agrees to keep a record of all basic and three hundred (300) training hours at all times with a copy sent to the Union Chairperson. It is the responsibility of the Employer to provide any training.

After the basic training period, the employee will have to complete the remaining three hundred (300) hours as openings occur.