



COLLECTIVE AGREEMENT

Between

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880**

- AND -

THE HEAVY CONSTRUCTION ASSOCIATION OF WINDSOR

- AND -

RECEIVED
NOV 17 2006

SIGNATORY COMPANIES

11816(03)

EXPIRY DATE: APRIL 30, 2008

TABLE OF CONTENTS

<u>ARTICLE 1: DURATION OF AGREEMENT</u>	3
<u>ARTICLE 2: RECOGNITION</u>	3
<u>ARTICLE 3: UNION SECURITY & CHECK-OFF</u>	4
<u>ARTICLE 4: MANAGEMENT RIGHTS</u>	5
<u>ARTICLE 5: GEOGRAPHICAL AREA</u>	6
<u>ARTICLE 6: GRIEVANCE PROCEDURE</u>	6
<u>ARTICLE 7: ARBITRATION</u>	7
<u>ARTICLE 8: NO STRIKE, NO LOCKOUT</u>	7
<u>ARTICLE 9: UNION REPRESENTATION</u>	8
<u>ARTICLE 10: JURISDICTIONAL DISPUTES</u>	8
<u>ARTICLE 11: SAFETY, SANITATION AND SHELTER</u>	8
<u>ARTICLE 12: PAYMENT OF WAGES AND LAY-OFF</u>	10
<u>ARTICLE 13: HOURS OF WORK AND OVERTIME</u>	11
<u>ARTICLE 14: SHIFT WORK AND REPORTING TIME</u>	11
<u>ARTICLE 15: TRAVEL TIME AND LIVING ALLOWANCE</u>	12
<u>ARTICLE 16: STUDENTS</u>	13
<u>ARTICLE 17: SPARE BOARD DRIVERS (PART-TIME)</u>	13
<u>ARTICLE 18: TERMINATION</u>	13
<u>CLASSIFICATIONS AND WAGE RATES FOR</u>	15
<u>TEAMSTER MEMBERS OF LOCAL NO. 880</u>	15
<u>RULES AND REGULATIONS</u>	19
<u>LETTER OF UNDERSTANDING #1</u>	26
<u>IMPORTANT NOTE:</u>	27

AGREEMENT

BETWEEN:

**THE HEAVY CONSTRUCTION ASSOCIATION OF WINDSOR
AND
SIGNATORY COMPANIES**
(Thereinafter referred to as the "Employer")

- And -

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880**
(thereinafter referred to as the "Union")

WHEREAS the Union and the Employer are desirous of establishing a form of a Standard Collective Agreement with respect to employees engaged in Heavy Construction work within the geographical area defined herein so as to provide uniform interpretation, application and administration of the relationship established.

IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

ARTICLE 1: DURATION OF AGREEMENT

- 1.1 This Agreement shall become effective on the 1st day of May, 2004, and shall continue to remain in effect until the **30th day of April, 2008**, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within ninety (90) days before the 30th day of April, 2008, or in a like period in any year thereafter.
- 1.2 The Union will not sign any Agreement with an Employer who is engaged in the same work as the employers to whom this Agreement applies for less than the terms of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees of the Employer covered by the classification set out in this Agreement, save and except non-working foremen and persons above that rank, office, clerical staff and security guards.

- 2.2 The Employer agrees to employ only members of the Union in good standing and the Union agrees to give the Employer preference in supplying men for such work.
- 2.3 The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 3: UNION SECURITY & CHECK-OFF

- 3.1 The Employer agrees to deduct from each driver, each month, Union dues in the amount as may from time to time be determined by the By-laws of the Local Union, and also initiation fees and re-initiation fees and arrears if required, and to remit the monies so deducted to the Head Office of the Local Union no later than the tenth (10th) day of the month next following that in which monies were deducted.
- 3.2 It is understood and agreed that as a condition of continued employment all Drivers, will become and remain members of the Local Union in good standing. A driver that is not in good standing with the Union will be removed from the job by the Employer upon written or oral notification thereof, to the Employer by the Local Union.
- 3.3 An Employer shall have the prerogative when adding to his work force, to first re-hire any driver who has been employed by the Employer during the proceeding twelve (12) months, providing they are members of the Local Union in good standing, and any additional men required shall be hired through the Local Union office.
- 3.4 It is understood and agreed that all drivers, hired, or requested, including students, are to obtain referral or clearance slips from the Local Union.
- 3.5 After completing ninety (90) days worked, and if the Employer is desirous of retaining such new driver in the work force, the Employer agrees to deduct the amount of the initiation fee in full, from the driver's pay, and remit such money so deducted to the Head Office of the Local Union within forty-eight (48) hours from the time the deduction was made. Failing this, the Employer shall discharge said employee.
- 3.6 The Employer agrees to engage only those sub-contractors who are in contractual relations with the Union to perform work set out in the classifications of this Agreement.
- 3.7 The Employer agrees to remove any sub-contractor in violations of Section 3.6 upon written notification from the Union Representative.

3.8 Employee's regular hours of work shall not be reduced nor shall they be laid off through the Company's use of leased or hired equipment providing the Company has appropriate and useable equipment, and further provided the Company's equipment is of the capacity that makes for an economical and efficient operation.

For the purpose of this Agreement all owner-operators including independent contractors shall be considered sub-contractors.

3.9 In the event the employer cannot hire signatory contractors/owner/operators, the employer may hire from any source until such time as a contractor/owner/operator is available in accordance with the attached Letter of Understanding#1.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 The Union agrees and acknowledges that the Employers have the exclusive right to manage the business, and to exercise such right without restriction, save and except such prerogatives of management 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 qualifications, classify, transfer, hire, direct, promote, lay-off, discipline, and discharge employees for just cause and to increase or decrease working forces, in accordance with the terms of this Agreement.
- (b) To determine the materials to be used, design of the products 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 of discipline and may include discharge.

4.2 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; and further that discipline and discharge shall only be exercised for just cause.

ARTICLE 5: GEOGRAPHICAL AREA

See Appendices and Schedules.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 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.

6.2 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an 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 ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee, with or without a Union Representative, shall present his grievance orally or in writing to the official of the Employer named by the Employer to handle grievances at this Step. 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 At this step, the grievance may be processed as an individual, joint, employer or union grievance and shall be presented in writing by a Union Steward or Representative to the Company Official assigned to handle written grievances.

6.3 All grievances to be dealt with under Step 2 above shall be in writing on a form supplied by the Union and signed by the employee having such grievance.

6.4 The Employer shall designate and name the official to whom a written grievance is submitted at Step 2.

6.5 Written grievance 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.

- 6.6 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.
- 6.7 If advantage of the provisions of Article 6 and 7 hereof 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 re-opened.
- 6.8 Notwithstanding the above, a grievance concerning wages and fringe benefits may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated.

ARTICLE 7: ARBITRATION

- 7.1 In the event a grievance is not settled through the procedures outlined in Article 6, then either party may request the Minister of Labour of the Province of Ontario, to appoint an impartial Arbitrator or a Board of Arbitration as outlined below. The decision of the impartial arbitrator(s) shall be final and binding on the parties.
- 7.2 The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of the Agreement.
- 7.3 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman.

ARTICLE 8: NO STRIKE, NO LOCKOUT

- 8.1 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, slow-down or stoppage of work, either complete or partial and the Employer agrees that during the terms of the Agreement, there shall be no lockout.

ARTICLE 9: UNION REPRESENTATION

- 9.1 The Union Representative shall, in the course of his duty, have access to the work, where possible on which members of the Union are employed and the Employer shall assist the Union Representative to obtain passes to the premises where necessary. The Union Representative shall make his presence known to the Employer's senior representative or his delegate. In no instance, however, shall he interfere with the progress of the work.
- 9.2 It is agreed that the Union may appoint one (1) employee per shift, per trade, per company project as Steward.
- 9.3 Whenever possible, considering the nature of the work to be performed, the Steward shall be one of the last two (2) employees covered under the terms of this Agreement to remain, providing he is qualified, competent and capable of performing remaining work.
- 9.4 The Steward or Stewards, where possible, will be responsible for reporting any complaints or grievances to the Employers and to the Union so that these may be dealt with in the proper manner and without undue delay.

ARTICLE 10: JURISDICTIONAL DISPUTES

- 10.1 The Employer and the Union agree that there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdictional dispute the Employer agrees to assign work in accordance with the Contractor's Regulations of the Building and Construction Trades Department AFL-CIO.
- 10.2 If any Employer signatory to this Agreement, during the term of this Agreement, employs a person to perform work which is claimed by the Teamsters Union to be their jurisdiction and for which no classification or rate of pay is contained within this Agreement, the Association and the Union will meet and attempt to negotiate a classification and wage rate for that employee.

ARTICLE 11: SAFETY, SANITATION AND SHELTER

- 11.1 In co-operation with the Employer's overall program of accident control and prevention, the Steward or any employee shall report to the foreman for immediate investigation any alleged conditions, unsafe acts or violation of safety regulations for correction if required.

- 11.2 Employees shall be provided with adequate protection from falling material and other hazards on the job, in accordance with the appropriate Safety Acts. Adequately heated enclosures or cabs for men operating equipment shall be provided where reasonably required.
- 11.3 Every employee shall, as a condition of employment be required to wear **an** approved safety helmet and the Employer agrees that such helmet may be purchased from him at cost. When the Employer makes mandatory the wearing of a specific helmet, it will be released on a charge-out basis.
- 11.4 Every employee shall wear suitable protective footwear. Other personal protective equipment required under abnormal conditions or during inclement weather will be supplied by the Employer.
- 11.5 The Employer agrees to supply the necessary drinking water and proper sanitary facilities, which shall be maintained in a clean and sanitary condition by the employees and the Employer.
- 11.6 Drivers will be allowed to stop and take a thirty-minute lunch break between the 4th, and no later than the 6th hour of their shift to eat. If a driver is asked to work in excess of 12 hours, the Employer will allow a thirty (30) minute supper break.
- 11.7 The Employer agrees to replace or insure any or all tools brought on the job at his request for the purpose of maintenance and repair of equipment, if an inventory of the tools is given to the Employer on employment, by the employee, all deletions and additions will be recorded as they occur.
- 11.8 Operators of hoisting equipment shall disregard signals from anyone except competent signalmen who shall be supplied by the Employer when required.
- 11.9 If an employee is injured and receives medical attention by a qualified physician, he will receive his regular wages and other benefits for the full day if in the opinion of the physician he **is** unfit to return to the regular work, if instructed by his foreman or superintendent to go home. If in the opinion of the job superintendent or foreman, another employee is required to leave the job site with the injured employee to assist him in getting medical attention, he shall be paid his regular wages and other benefits for any lost time incurred.
- The Union office and the Employer shall be notified immediately of **an** accident to an employee.
- 11.10 Due to the safety factor involved, no employee shall work alone on any project where there is any possibility of accident or injury.

ARTICLE 12: PAYMENT OF WAGES AND LAY-OFF

(WAGES - SEE SCHEDULE "A")

- 12.1 (a) Wages shall be paid by cash or cheque at the option of the Employer and no later than Thursday of each week during the working hours. Employees will be paid every week or as mutually agreed to by the Employers and Unions.
- (b) Accompanying each payment of wages shall be a statement identifying both the Employer and the employee showing total hours marked "regular" and "overtime", the total earnings, the rate of pay, the amount of each deduction, the purpose thereof, and the net earnings, ~~an~~ the amount of vacation pay as required by the Employment Standards Act.
- 12.2 If any one or more of the above requirements or parts thereof of this Article are violated, it shall be the privilege of the Union to immediately withdraw the right of the offending Employer's privilege to pay by cheque.
- 12.3 In the case of lay-off all employees shall be paid up to the date on the job site where practical; otherwise cheques, U.I.C. record of employment certificate and Ontario Health Insurance Plan Form 104 shall be forwarded by registered mail to his last known address on or before the next regular pay period of the lay-off. Notification to, or attempted notification of lay-off, to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.
- When laid off, employees shall be allowed sufficient time to clear up their personal and company property on the job site.
- When employees who are laid-off are not paid up to date on the job site and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate or each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving him four (4) hours to correct such default.
- 12.4 In the event of a reduction of the working force, the member employer shall first lay off all probationary employees who have not become members of the Union; secondly to apply the principle of "last-one-on...first-one-off" insofar as it is consistent to an efficient working force.
- 12.5 One (1) hour notice with pay shall be given by the Employer when an employee is temporarily laid-off or discharged and the employee shall work such hour, in lieu of such notification the employee shall receive one (1) additional hours pay.

ARTICLE 13: HOURS OF WORK AND OVERTIME

Hours of work for all drivers in the Construction Industry except I.C.I. sector on site Agreement shall be as follows:

13.1 **SEWERS:** Fifty (50) hours per week between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.

ROADS: Fifty-five (55) hours per week between the hours of 7:00a.m. and 7:00 p.m. Monday through Saturday.

GENERAL EXCAVATING: Fifty (50) hours per week between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.

LANDSCAPING: Fifty-Five (55) hours per week between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.

All work performed in excess of the daily or weekly hours shall be paid at the rate of time and one-half (1½).

Where the above hours are exceeded by reason of an emergency out of control of the Employer, these excess hours shall be paid at straight time. Where there is any question as to the extent and validity of the emergency, it shall be referred to the Union.

The above listed start and finish times may be revised as customer requirements warrant (ie: 6:00 a.m. to 6:00 p.m.) and notice of such change has been given to employees prior to the end of their previous shift.

13.2 Overtime at the rate of double time shall be paid to all employees, except watchmen, for all work performed on Sundays and the following Holidays:-

New Year's Day	Good Friday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Victoria Day	Dominion Day
Civic Holiday	One (1) Floating Holiday

ARTICLE 14: SHIFT WORK AND REPORTING TIME

14.1 The member employer reserves the right to institute shift work subject to Article 14.1.

DAY SHIFT Five (5) consecutive shifts at regular day shift rate.

2ND SHIFT Five (5) consecutive shifts at twenty cents (.20¢) per hour premium.

3RD SHIFT Five (5) consecutive shifts at thirty cents (.30¢) per hour premium above regular day shift rate.

The Company will meet with the Union prior to shift work being implemented on any job site.

- 14.2 (a) Any employee who reports as usual on any day Monday through Friday for work under this provision, unless directed not to report the previous day by his employer shall receive a minimum of one (1) hours pay and shall remain at other work of his craft if requested by the foreman.
- (b) If climate conditions indicate the possibility that work could not commence the employee shall contact the Employer or the Employer representative for such direction prior to reporting for work.
- (c) Work break is to be of ten (10) minutes duration midway in each half shift.
- (d) In the event that any employee is called back for work on an emergency nature after completion of his regular shift, he shall be guaranteed a minimum of two (2) hours pay at the applicable rate.

ARTICLE 15: TRAVEL TIME AND LIVING ALLOWANCE

15.1 There shall be a free zone extending on a twenty-five (25) kilometre radius from Walker Road and Highway 401. Persons supplying their own transportation any distance travelled in excess of the twenty-five (25) kilometre zone, the Employer shall pay them at the rate of twenty cents (.20¢) per kilometre both ways.

The travel time for the County of Kent is to be the same as for Essex County by computed from Chatham City Hall with a free zone of twenty-five (25) kilometres in radius.

15.2 Where an employee is required to work beyond one hundred and sixty (160) kilometres from point of hire or dispatch, the employer shall pay full expenses for suitable and reasonable room and board based on a seven (7) day week.

15.3 Where transportation is supplied by the Employer the employee shall receive travel

time one way at straight time rate when he is requested to travel outside the County of Essex.

- 15.4 Where an employee is required to wait in excess of one-half (1/2) hour for Employer supplied transportation to leave the job at completion of his work day, for any reason within the control of the Employer, he shall be paid any time in excess of the half (1/2) hour at straight time rates.

ARTICLE 16: STUDENTS

- 16.1 Students may be hired at the ratio of one (1) to seven (7) regular members of the Union; pay union dues and receive wages at the rate of eighty percent (80%) of their classification with the consent of the Union.
- 16.2 If an Employer has no productive contract work as an alternative to laying off employees he may retain one or more of them to perform work of a non-productive nature. However, anything less than one (1) week shall be paid at regular rates of pay, anything in excess of one (1) week shall be at seventy-five percent (75%) of the regular rate of pay and 100% fringe benefits.

ARTICLE 17: SPARE BOARD DRIVERS (PART-TIME)

- 17.1 The Union and the Company agree that the Company can set up a spare board list of casual drivers. These casual drivers will only be allowed to **fill** in when a regular driver is off work due to illness, vacation, or bona fide leave of absence. Casual drivers used in the above-mentioned manner will not attain seniority as outlined in Article 3, section 3.6. All spare board drivers must, as a condition of their employment, be members in good standing with the Local Union. The Company agrees to supply a list of the spare board casual drivers upon the request of the Union.
- 17.2 All present employees who have worked in excess of thirty (30) calendar days will be considered as full-time employees, effective September 7th, 1982.

ARTICLE 18: TERMINATION

- 18.1 This **AGREEMENT** shall become effective on the 1st day of **MAY**, 2004 and shall remain in full force and effect until the **30th day of APRIL, 2008**, and from year to year thereafter, unless either party to this Agreement within a period of ninety (90) days prior to the expiration date of this Agreement gives written notice to the other party of its desire to amend the Collective Agreement.

- 18.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.
- 18.3 THIS AGREEMENT shall be binding upon the parties hereto, their Successors, Administrators, Executors and Assigns.
- 18.4 THIS AGREEMENT will continue in full force and effect until a new Agreement is reached.
- 18.5 The terms and conditions of this Collective Agreement may be changed or amended only by written agreement between Teamsters Local 880 and the Heavy Construction Association of Windsor.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY OF , 2004.

**FOR THE UNION:
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
UNION, LOCAL NO. 880**

**FOR THE HEAVY
THE HEAVY CONSTRUCTION
ASSOCIATION OF WINDSOR**

SCHEDULE "A"

**CLASSIFICATIONS AND WAGE RATES FOR
TEAMSTER MEMBERS OF LOCAL NO. 880**

1. LENGTH OF EMPLOYMENT

Fundamentally, the Rules herein respecting length of employment and lay-off are designed to give employees an equitable measure of security based on length of service with the Company, consistent with consideration and qualifications and ability to properly fill the jobs that may be available.

2. (a) Immediately upon completion of the ninety (90) days worked probation period, an employee shall be entitled to have his name placed on the full time employment list. Such list, the accuracy of which shall have been accepted on behalf of the Union in writing, shall be maintained at all times by the Company, and shall be revised from time to time when necessary.
- (b) Length of employment standing shall cease for any of the following reasons:
- (i) if the employee quits;
 - (ii) if the employee is discharged for cause and such discharge is not reversed through the grievance procedure;
 - (iii) if the employee is absent for two (2) consecutive days without advising the appropriate representative of the Company, giving satisfactory reason for absence;
 - (iv) if the employee fails to return to work after a lay-off within three (3) days after notification to do so, mailed to his address on record with the Company, unless, he furnished to the appropriate Company Representative satisfactory reason for such failure;
 - (v) in the event of non-employment by a Company for a period of twelve (12) months.

3. WAGE RATES - COUNTY OF ESSEX AND KENT

It is understood and agreed that no employee covered by this Agreement shall have

his total compensation package reduced as a result of the introduction of this schedule.

<u>Classification</u>	<u>May 1/04</u>	<u>May 1/05</u>	<u>May 1/06</u>	<u>May 1/07</u>
Single/Tandem	\$19.00	\$19.20	\$19.40	\$19.60
Tri-axle	\$19.50	\$19.71	\$19.91	\$20.10
Tractor Trailer	\$20.00	\$20.20	\$20.40	\$20.60
Float	\$20.50	\$20.71	\$20.91	\$21.10
Fuel Truck	\$19.50	\$19.71	\$19.91	\$20.10

Probationary drivers shall be paid \$1.50/hr less the current rates of pay for new hires in the Collective Agreement for a period of ninety (90) days until they reach seniority.

An employee who is receiving a premium rate of pay as of the date of this Agreement will continue to receive such rate provided he is employed in the same capacity during the term of this Agreement.

No employee shall be reduced as a result of this schedule.

Retro-active increases to be paid no later than October 21, 2004 **and** will be by separate cheque or deposit.

The intention of the new hire/independent schedule is not to replace existing employees. Should any red circled employees (not on probation) lose employment, they shall be given preferential hiring with a current signatory at his previous rate of pay.

New hire rates effective date of ratification.

<u>Classification</u>	1 st Year Employment	2 nd Year Employment	3 rd Year Employment	4 th Year Employment
Single/Tandem	\$16.65	\$17.15	\$17.65	\$18.15
Tri axle	\$17.15	\$17.65	\$18.15	\$18.65
Tractor trailer	\$17.65	\$18.15	\$18.65	\$19.15
Float	\$17.90	\$18.40	\$18.90	\$19.65
Fuel Truck	\$17.15	\$17.65	\$18.15	\$18.65
Benefits	after 6 months	yes	yes	yes
Pension	no	no	yes	yes

In order to stabilize and maintain parity between signatories to this agreement, the Union shall have the right to request and receive a certified copy of the employers weekly payroll report with respect to Teamsters employees.

In the event that the employer utilizes leased or hired equipment, the following minimum rates of pay shall apply:

<u>Classification</u>	<u>Ratification</u>	<u>May 1, 2006</u>	<u>May 1, 2007</u>
Single/Tandem	\$49.00/hr	\$50.00/hr	\$52.00/hr
Tri-Axle	\$57.00/hr	\$58.00/hr	\$60.00/hr

4. VACATION PAY

Shall be paid at the rate of nine percent (9%) of the employee's gross earnings to include five percent (5%) for vacation pay and four percent (4%) in lieu of Statutory Holidays. The above is to be calculated up to April 1st., and October 1st., and paid by the fifteenth (15th) of the above-mentioned months, in any year.

Vacations may be taken in any month of the year, but at no time during peak season will there be more than two (2) men off at any one (1) time.

5. WELFARE BENEFITS

The employer shall remit the amount of one dollar and fifty eight cents (\$1.58) per hour effective May 1/04, one dollar and sixty six cents (\$1.66) per hour effective May 1/05, one dollar and seventy four cents (\$1.74) per hour effective May 1/06 and one dollar and eighty three cents (**\$1.83**) per hour effective May 1/07, to the Ontario Teamsters Construction Benefit Trust Fund in addition to the wages spelled out above on behalf of each Teamster employed by the Employer. These contributions must be remitted before the tenth (10th) day of the month following the month in which the credits were earned. Such monies to be used to secure benefits so designated by the Ontario Teamsters Construction Benefit Trust Fund and to be remitted to:

Ontario Teamsters Construction Benefit Trust Fund
c/o Benefit Plan Administrators
P.O. Box 6020, Station "A",
Etobicoke, ON M9W 7A3

By mutual agreement between the Employer and the Union, alternative Welfare coverage may be substituted provided the plan is equal to or greater than that of the O.T.C.

6. PENSION

In addition to the above wage rates, the Employer agrees to contribute on a per hour earned basis for each employee, two dollars and sixty cents (\$2.60) effective May 1/04, three dollars (\$3.00) effective May 1/05, three dollars and forty cents (\$3.40) effective May 1/06, three dollars and eighty cents (\$3.80) effective May 1/07, to the Teamsters Local 880

Construction Pension Plan. Employees will be allowed to match these contributions out of their base rate of pay if they desire.

By mutual agreement between the Employer and the Union, alternative Pension coverage may be substituted provided the plan is equal to or greater than that of the O.T.C.

7. OTHER EMPLOYER CONTRIBUTIONS

In addition to the above wage rates, the Employer agrees to contribute on a per hour earned basis for each employee, Five cents (.05¢) to the "Teamster Construction Service Fund", Five cents (.05¢) to the "Teamster Construction Training Fund", and Fifteen cents (.15¢) to the "Teamsters Local 880 Construction Service Fund."

8. EMPLOYER LABOUR RELATIONS FUND

All Employers, Owner-Operators and Independent Contractors signatory to this Agreement shall pay to an "Employer Labour Relations Fund" five cents (.05¢) per man-hour worked. Such amounts plus applicable GST will be remitted through the Union benefit plan as set out within this Agreement.

All remittances for Health & Welfare, Pension, Service Training and Labour Relations Funds must be remitted on or before the tenth (10th) day of the month following that month in which such hours were earned.

9. BEREAVEMENT LEAVE

In the event of a death in the immediate family (i.e., Spouse, Son, Daughter, Mother, Father, Brother, Sister, Grandchild, Step-son, Step-daughter, Step-Mother, Step-Father, Mother-in-law, Father-in-law, Grandmother or Grandfather), a seniority employee will be given the necessary time off to attend the funeral and will be paid a maximum of three (3) days' pay at the regular straight time hourly rate of pay, provided that the period between the day of death and the funeral are working days. The amount to be paid by the Company for each such day shall be eight (8) hours' pay, calculated at the seniority employee's regular straight time hourly rate of pay.

APPENDIX "A"

RULES AND REGULATIONS

The following Rules and Regulations and the penalties to be charged for their violation are placed in effect with the approval of the Company and the Union, so that all employees of the Employer may know what Employer Rules and Regulations are required of them in the conduct of general Employer business.

Nothing in these Rules and regulations shall deprive the employee of the right to challenge any penalty through the regular grievance procedure machinery.

All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the driver, except, those, which are by their nature, the responsibility of the Company.

It is not intended that this set of Rules and regulations will cover every contingency. Consequently, where a subject is not dealt with specifically, common sense, good judgement, courtesy and fairness must be exercised by all concerned.

1. VEHICLE ACCIDENTS

- 1.1 Accidents for which the employee is at fault, or for which his actions or lack of actions is a contributory factor, will result in disciplinary action, which may range from REPRIMAND to DISMISSAL, according to the seriousness of the accident, the degree of negligence or carelessness involved on the part of the driver, and the frequency of accidents, in which the driver has been at fault.
- 1.2 Back-up accidents are inexcusable, and will be dealt with most severely.
- 1.3 Failure to report all vehicle accidents in writing, on prescribed forms immediately to his Supervisor, may result in DISMISSAL.

2. EQUIPMENT

- 2.1 Tampering with safety devices or governors on vehicles or equipment.

1st offense Subject to DISCHARGE

- 2.2 Operating power motor equipment with radiator or grille covered or obstructed without authority in writing.
- 1st offense Reprimand
 2nd offense 1 day off
 3rd offense 3 days off
 4th offense DISCHARGE
- 2.3 Excessive idling of equipment.
- 1st offense Reprimand
 2nd offense 1 day off
 3rd offense 3 days off
- 2.4 Failure to ensure that all vehicles and power equipment are properly serviced for gas, oil and water, and that all tire pressures are checked before they leave the yard. Operating equipment with soft or flat tires, unless instructed to do so.
- 1st offense Reprimand
 2nd offense 3 days off
 3rd offense 1 week off
 4th offense DISCHARGE
- 2.5 Failure to ensure that brake lights, steering turn indicators, and windshield wipers are in proper working order.
- 1st offense Reprimand to 3 days off
 2nd offense 1 week off
 3rd offense Subject to DISCHARGE
- 2.6 Failure to report mechanical defects in vehicles and equipment in writing, on prescribed forms.
- 1st offense Reprimand to 3 days off
 2nd offense 1 week suspension
 3rd offense Subject to DISCHARGE
- 2.7 Failure to secure loads to vehicles or tarpaulin cargo or equipment **and** make certain tarpaulin is in serviceable condition.
- 1st offense Reprimand to 3 days off
 2nd offense 1 week off
 3rd offense Subject to DISCHARGE

2.8 Failure to ensure that units are properly hooked-up, safety pin engaged, and trailer supports fully raised or removed.

1st offense. . . . Reprimand to 1 day off
2nd offense. . . . 3 days suspension
3rd offense. . . . 1 week suspension
4th offense. . . . Subject to DISCHARGE

2.9 Unauthorized use of vehicle or equipment.

1st offense. . . . Subject to DISCHARGE

3. CONDUCT & BEHAVIOUR

3.1 Use or possession of narcotics, drinking or possession of alcoholic beverages while on duty or on Company property.

1st offense. . . . Subject to DISCHARGE

3.2 Reporting for work while under the influence of narcotics or an intoxicant.

1st offense. . . . Reprimand to 1 week off
2nd offense. . . . Subject to DISCHARGE

3.3 Theft or dishonesty, or wilful damage to Company property.

1st offense. . . . IMMEDIATE DISCHARGE

3.4 Discourtesy to customers or to the general public.

1st offense. . . . Reprimand
2nd offense. . . . 1 week off
3rd offense. . . . Subject to DISCHARGE

3.5 Failure to obey instructions of those in authority.

1st offense. . . . Reprimand
2nd offense. . . . Subject to DISCHARGE

4. REPORTS

4.1 Punching another employee's time card.

1st offense. . . . Subject to DISCHARGE

- 4.2 Falsification of time card or reports.
 - 1st offense. . . . Subject to DISCHARGE
- 4.3 Failure to report to the Supervisor or foreman at specified times when required to do so.
 - 1st offense. . . . Reprimand
 - 2nd offense. . . . Reprimand
 - 3rd offense. . . . 3 days off
 - 4th offense. . . . Subject to DISCHARGE

5. DRIVING BEHAVIOUR

- 5.1 Failure to follow routings as designated or instructed.
 - 1st offense Reprimand
 - 2nd offense 3 days off
 - 3rd offense 1 week off
 - 4th offense Subject to DISCHARGE
- 5.2 Driving in excess of legal speed limit or as otherwise instructed.
 - 1st offense. . . . Reprimand
 - 2nd offense. . . . 3 days off
 - 3rd offense. . . . 1 week off
 - 4th offense. . . . Subject to DISCHARGE
- 5.3 Unnecessary delays while operating vehicles.
 - 1st offense. . . . Reprimand
 - 2nd offense. . . . 3 days off
 - 3rd offense. . . . 1 week off
 - 4th offense. . . . Subject to DISCHARGE
- 5.4 "Tail-gating", following too closely to vehicle in front.
 - 1st offense. . . . Reprimand to 1 week suspension
 - 2nd offense. . . . Subject to DISCHARGE
- 5.5 Permitting other than employees of the Employer to ride on, or in a Company vehicle.
 - 1st offense. . . . Subject to DISCHARGE

5.6 Carelessness or reckless operation of equipment or driving vehicles.

- 1st offense Reprimand
- 2nd offense 3 days off
- 3rd offense 1 week off
- 4th offense Subject to DISCHARGE

6. OPERATION OF EQUIPMENT

6.1 Mishandling or abuse of Company equipment, excluding cargo.

- 1st offense Reprimand
- 2nd offense 3 days off
- 3rd offense 1 week off
- 4th offense Subject to DISCHARGE

7. ATTENDANCE

7.1 Absence for three (3) successive working days without notification to the Supervisor or Foreman, will be considered as an employee quitting voluntarily.

7.2 Failure to notify the Employer not less than one half hour (1/2) before regular starting time when unable to report for work.

- 1st offense Reprimand
- 2nd offense 3 days off
- 3rd offense 1 week off
- 4th offense Subject to DISCHARGE

7.3 Failure to report for work unless otherwise instructed.

- 1st offense Reprimand
- 2nd offense 3 days off
- 3rd offense 1 week off
- 4th offense Subject to DISCHARGE

7.4 Reporting late for work without acceptable explanation.

- 1st offense reprimand
- 2nd offense 2 to 3 days suspension
- 3rd offense 1 week suspension
- 4th offense Subject to DISCHARGE

8. PROTECTIVE CLOTHING & EQUIPMENT

8.1 Failure to wear protective clothing and equipment or to use safety devices as instructed.

- 1st offense. . . . Reprimand
- 2nd offense. . . . 3 days suspension
- 3rd offense. . . . 1 week suspension
- 4th offense. . . . Subject to DISCHARGE

8.2 Failure to wear hard hats at all times when in the cab of the vehicle.

- 1st offense. . . . Reprimand
- 2nd offense. . . . 3 days suspension
- 3rd offense. . . . 1 week suspension
- 4th offense, Subject to DISCHARGE

8.3 Failure to shut-off motors when equipment or vehicles are being filled with gasoline or fuel.

- 1st offense. . . . Reprimand
- 2nd offense. . . . 3 days suspension
- 3rd offense. . . . 1 week suspension
- 4th offense. . . . Subject to **DISCHARGE**

8.4 Failure to immediately turn extinguisher in for refill, after using.

- 1st offense. . . . Reprimand
- 2nd offense. . . . Subject to DISCHARGE

8.5 Failure to enter into Record Book provided with each First-Aid Kit, all first-aid treatment and first-aid supplies used.

- 1st offense. . . . Reprimand
- 2nd offense. . . . 2 days off
- 3rd offense. . . . 1 week off
- Subsequent offenses. . . . 1 week off

9. OTHER

9.1 Failure to make report when involved in Public Liability or Property Damage accident, or, damage to equipment.

- 1st offense. . . . Reprimand
- 2nd offense, 3 days off

3rd offense 1 week off
4th offense Subject to DISCHARGE

9.2 Major chargeable accident.

1st offense Reprimand
2nd offense 1 week off
3rd offense DISMISSAL

9.3 Minor chargeable accident.

1st offense Reprimand
2nd offense 3 days off
3rd offense 1 week off
4th offense Subject to DISCHARGE

9.4 Dropping semi on nose.

1st offense Reprimand
2nd offense 3 days off
3rd offense 1 week off
4th offense Subject to DISCHARGE

9.5 Failure to report damage of equipment.

1st offense 1 day off
2nd offense 3 days off
3rd offense 1 week off
4th offense Subject to DISCHARGE

LETTER OF UNDERSTANDING #1

- (1) The Union will supply a list of signatory contractors/owner operators to the Association by October 15, 2004. The Union will update the list of any changes monthly.
- (2) The Association will distribute the list of signatory contractors/owner operators to the Association Teamster Signatory Members.
- (3) The Association Teamster Signatory Members will hire from the list.
- (4) If the Association Members need to hire more contractor/owner operators than the list allows or no one is available from the list the Association Members may hire from any source available.
- (5) The Association Members will notify the Union by fax the list of Companies to be hired.
- (6) The Union will notify signatory contractors/owner operators in good standing that the Association Members are using non-Union contractors/owner operators, if a signatory contractor/owner operator becomes available they will replace the non-Union contractor/owner operator the next working day provided the request for hire is given by 2:00 P.M. the previous business day.
- (7) The replacing signatory contractor/owner operator will receive the published rates in Schedule "A".

A standard notification form will be finalized by the parties no later than September 30, 2004.

Signed this 20th day of September, 2004 at Windsor, Ontario.

FOR THE UNION:
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
UNION, LOCAL NO. 880

FOR THE HEAVY
THE HEAVY CONSTRUCTION
ASSOCIATION OF WINDSOR

I M P O R T A N T N O T E

If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINNING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.

WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.

KNOW YOUR AGREEMENT: MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

A L W A Y S

1. ATTEND YOUR UNION MEETINGS.

2. Help new employees become acquainted with the agreement.

3. If you leave the employ of the Company, contact your Local Union office for a withdrawal card.

"BE A GOOD UNION MEMBER"

30
30