

**ASSOCIATED EARTHMOVERS OF ONTARIO, on behalf of  
its members**

**(hereinafter referred to as the "Employer")**

**- and -**

**TEAMSTERS LOCAL UNION NO. 230, affiliated with the  
International Brotherhood of Teamsters**

**(hereinafter referred to as the "Union")**

SOURCE	Company		
EFF.	9706	15	
TERM.	99	4	30
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	CB.		

## **ARTICLE 1 - INTENT AND PURPOSE**

**1.1** The Employers and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employers, to promote efficiency and service, and to set forth herein the basic Agreement covering rates of pay, hours of work, dispute procedure and conditions of employment.

## **ARTICLE 2 - COVERAGE**

**2.1** All members of the Associated Earthmovers of Ontario recognize the Union as the exclusive bargaining agency for all Truck Drivers and Owner Operators in the employ of or engaged by such member in O.L.R.B. Areas Number 8, 9, 10, 11, 16, 17, 18, 19, 20 and 21 and such recognition is not limited to the I.C.I. Sector of the Construction Industry but is of general application.

**2.2** The Employers agree not to enter into any agreement or contract with their employees or owner operators as described in the preceding paragraph 2.1 individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

**2.3** In order to ensure ~~uniform~~ interpretation and application of this Collective Agreement, the Union recognizes the Associated Earthmovers of Ontario and agrees to deal with the said Association as agent of the Employers who are members thereof in the negotiations and administration of this Collective Agreement and agrees not to negotiate with any of the said Employers on an individual basis, or to deal with an Employer on an individual basis with regard to the administration of this collective Agreement without involving the Association.

## **ARTICLE 3 - UNION SHOP CONDITIONS**

**3.1** The Employers agree that all employees covered by this collective agreement must, as a

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condition of employment, maintain membership in the Union in good standing.

**3.2** The Employers agree to hire all employees covered by this collective agreement through the Union and that each employee must obtain a referral slip from the Union before starting work.

**3.3** If the Union can not meet the employers' workforce requirements within two working days, the Employer's may obtain workmen from whatever source is available provided that such employees make application for membership in the Union before commencing work and become members of the Union in good standing as a condition of employment, upon completion of their probationary period of 14 days.

**3.4** The Employers agree to deduct initiation fees and monthly dues ~~as~~ specified in the Union Constitution, from the first pay due each eligible employee in each month and to remit the monies so deducted to the Union on or before the fifteenth day of the current month. The Employers will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made, and if no deductions are made specify the reason.

The Employer shall show the yearly Union monthly dues deduction on employee's T4 slips.

If an employee is absent and has no sufficient pay to ~~his~~ credit his union dues shall accumulate and shall be deducted upon his return to work.

**3.5** It is expressly understood and agreed that the Employers shall not be required to discharge any employee for violation of the provisions of the article for union security for any other reasons than non payment of regular monthly union dues or refusal to become a union member notwithstanding anything to the contrary herein contained.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.1** The Employers have and shall retain the exclusive right and power to manage their businesses and ~~direct~~ their working forces, including but without restricting the generality of the foregoing, the right to plan, direct and control operations, hire, suspend or discharge, transfer or relieve employees of duty for just cause, to study or introduce new or improved production methods or facilities, to establish and maintain rules and regulations subject to the terms of this Agreement.

**4.2** Whenever the Employers establish any new rules or regulations governing the conduct of the employees, they shall be forthwith communicated to the Union in order that the Union may have an opportunity to protest if it believes that any such rules or regulations are inconsistent with the provisions of this Agreement.

**ARTICLE 5 - DISPUTE PROCEDURE**

**5.1** Any difference, dispute or complaint arising over the interpretation or application of the Agreement shall be submitted in writing in triplicate on forms supplied by the Union and signed by the employee within a period of 10 days after the circumstances given rise to the grievance occurred or originated. There shall be ~~an~~ earnest effort on the part of both parties to settle such grievance promptly through the following steps:

**STEP 1:**

By a conference between the aggrieved employee, ~~with~~ the Shop Steward and the Foreman.

**STEP 2:**

~~By~~ a conference between the Shop Steward, the Foreman, and the Project Superintendent.

**STEP 3:**

By a conference between an official or officials of the Union and management of the Company involved.

It is agreed that not more than ten (10) working days will elapse from the time a grievance is first instituted until it is finally dealt with in Step 3.

Any difference arising directly between the Union and ~~an~~ Employer may be submitted in Writing by either party under Step 3, and if not settled the matter may be submitted to arbitration.

**STEP 4:**

In any event the grievance is not satisfactorily settled between the Management of the Company involved and the Union, it may be referred to a Board of Arbitration. The Board of Arbitration shall consist of three arbitrators, one to be appointed by the Company involved, one by the Union and the third to be selected by the two so appointed.

The party desiring arbitration shall appoint ~~his~~ arbitrator and ~~shall~~ give notice in writing to the other party of such appointment. In the event of the two arbitrators so appointed being unable within three ~~days~~ to select a third arbitrator able and willing to act, either party may apply to the Minister of Labour for the Province of Ontario to appoint a Chairman of the Arbitration Board.

The Board of Arbitrators so constituted of three members shall then forthwith consider and determine the matter at issue which have been submitted to them for disposal, and the decision of a majority of the Arbitration board, shall be final and binding on all parties concerned provided that if there is no majority the decision of the Chairman governs.

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**5.2** Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

**5.3** A claim by an employee that he has been unjustly discharged shall be treated as a grievance and may be taken to arbitration if a written statement of such grievance is lodged with the Employer involved under Step 2 within five (5) working days after discharge is effected. Such special grievance may be settled under the grievance procedure by:

- (a) **Confirming** the Employer's action in dismissal of the Employee;
- (b) Reinstating the employee with full compensation for time lost; or
- (c) Any other arrangement which may be deemed just and equitable.

**5.4** The proceedings of the Arbitration Board shall be expedited by the parties hereto. Such Board shall not be authorized to alter, **mode**, or amend any provisions of this Agreement. The Board however shall be the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

**ARTICLE 6 - NO STRIKE, NO LOCKOUT**

**6.1** During the term of this Agreement the Union agrees that there shall be no strike, and the Employers agree there shall be no lockout.

**ARTICLE 7 - HOURS OF LABOUR, SHIFTS, AND CALL-OUT TIME**

**7.1** Employees may work **fifty (50)** hours per week Monday to Friday inclusive. Time and one-half will be paid for all time worked over **fifty (50)** hours.

It is understood that employees will take one-half hour for lunch without pay **during** the working period between the fourth and sixth hours worked. The lunch period may be changed by mutual consent of the parties involved.

Employees will be allowed a coffee break of 15 minutes once in the morning and once in the afternoon.

**7.2** Time and one-half will be paid for any hours worked in excess of **fifty** hours per week Monday to Friday inclusive.

**7.3** Double time will be paid for any hours worked on a Sunday or on New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day.

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**7.4** Employees working a night ~~shift~~ will be paid time and one-half after ten (10) hours actually worked ~~on~~ any ~~shift~~, with one-half hours ~~off~~ for lunch without pay during the working period between the fourth and sixth hours worked. It is understood that the first night ~~shift~~ in each week commences at 6:00pm on Monday and the fifth shift ends on Saturday morning.

**7.5** Any employee required to work a sixth ~~shift~~ in one week shall be paid at the rate of double time.

**7.6** Night shift employees will be paid double time for any work performed on Sundays or any of the following holidays after the termination of the night ~~shift~~ commenced the previous day.

New Year's Day  
Labour Day  
Dominion Day

Civic Holiday  
Victoria Day  
Christmas Day

Good Friday  
Thanksgiving Day

**7.7** Any employee who has worked a ~~night~~ shift shall not be required to perform any work the following day before 6:00pm, unless paid at overtime rates.

**7.8** There ~~will~~ be a twenty five cent per hour premium for work performed on the second ~~shift~~, and a thirty cent per hour premium for work performed on a third ~~shift~~, whether such hours are straight time hours or overtime hours. It is understood that their ~~shift~~ premium shall not be sued in the computation of the overtime rates.

**7.9** ~~An~~ employee who is requested to report to work at the regular time and is not able to work because of inclement weather or because no work is available, will be paid two hours pay, provided he remains for two hours. If ~~an~~ employee reports to the job site with his vehicle and cannot work he shall be paid four hours pay provided he remains available four hours.

**7.10** An employee required to wash, lubricate, or change tires on his own truck shall be paid ~~his~~ regular rate of pay, such hours are not to be included in overtime hours.

**7.11** For the purpose of clarification it is understood and agreed that an employee's time begins ~~from~~ the time he is required to report to work and in fact reports, and continues until he parks his truck ~~at~~ the completion of ~~his~~ duties, ~~less~~ any time ~~off~~ for lunch.

## **ARTICLE 8 - VACATIONS**

**8.1** Each employee covered by this Agreement shall be entitled to vacation payment in the amount of ten percent (10%) ~~as~~ of May 1, 1989 of the wages earned by ~~him~~ until the expiration date of April 30, 1997.

it shall consist of four percent (4%) Statutory Holiday Pay and six percent (6%) Vacation Pay to be paid four times a year, March 15th, June 15th, September 15th and December 15th.

**ARTICLE 9 - CLASSIFICATION OF WAGES**

**9.1** The Employers agree to pay, the Union agrees to accept, for the term of this Agreement, the following wage rates:

<b><u>CLASSIFICATION</u></b>	<b><u>EFFECTIVE DATE</u></b>	
	<b><u>JULY 1/97</u></b>	<b><u>MAY 1/98</u></b>
1. Truck Driver, (Triple Axle) (Tandem, Tandem)	\$21.70	\$22.00
2. Float Driver	\$22.20	\$22.40
3. Truck Driver (Tandem Fuel Truck Driver)	\$21.20	\$21.50
4. Truck Driver (Single M e )	\$21.05	\$21.35
5. On Site Rubber Tire Dump Vehicle	\$21.45	\$21.75

**9.2** When new types of equipment or new classifications of employment for which rates of pay are to be established by this Agreement are put into operation, the rates governing the parties, and if such negotiations do not result in agreement the dispute will be settled as if it were a grievance arising under provisions of this Contract.

**ARTICLE 10 - WORKING CONDITIONS**

**10.1** Employees shall report immediately to their Employer any **and** all losses, damages or shortage of merchandise or equipment together with a statement of the cause thereof

**10.2** Employees shall report immediately in complete detail **all** accidents including the names and addresses of all witnesses to the accident.

**10.3** Employees shall report promptly to their Employers in writing all defects in equipment when completing their run.

**10.4** No employees shall be compelled to take out equipment, which in the opinion of his Employer's Master Mechanic, or the Deputy named by the Company involved, is not in good mechanical condition.

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**10.5** No employees shall be permitted to allow anyone other than the employees of his Employer, who are on duty, to ride on **his** truck.

**10.6** Upon request made to any Employer or his designated representative an accredited Union Official will be granted access to any Employer's premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.

**10.7** The Employers will provide Bulletin Boards in mutually satisfactory locations in all yards for the use of the Union in posting notices of Union activities. It is agreed that the Employers have the **right** to rule on all material for approval prior to such posting.

**10.8** The Employers will maintain in working order the heaters, defrosters and windshield wipers, provided they were part of the **original** equipment of the vehicle.

**10.9** Time Clocks to be used by the employees when equipment is dispatched from the main yard.

**10.10** The Employer shall pay all overload weight tickets only incurred by the Employer.

**10.11** No Driver shall be suspended or discharged for refusing to operate equipment that is not in **safe** operating condition or continually over loaded.

**ARTICLE 11- CO-OPERATION AND PAYMENT OF WAGES**

**11.1** The Employers shall not subcontract or contract work which would otherwise be performed under this collective agreement except to **an** employer who is bound by the provisions of this collective agreement.

**11.1a** Notwithstanding Article 11.1, the Employers may engage owner operators to perform work covered by this collective agreement provided that such owner operators are **only** engaged in strict accordance with Schedule "A" to this collective agreement. For the purpose of clarification, it is agreed that **an** owner operator is defined **as** a person who **owns** and operates **his** own truck.

**11.2** Wages shall be paid by cash or cheque weekly on the job, and shall be accompanied by a slip outlining hours worked, overtime hours, hourly rate, and all deductions made: payment by cheque to be made one day in advance of the normal cash pay day.

**11.3** It is agreed that signed copies of this Agreement **will** be filed with the Ontario Labour Relations Board.

## **ARTICLE 12 - BENEFIT PLAN**

**12.1** The Employers agree to pay for each hour earned by employees represented in this Agreement by Teamsters Local 230, into Teamsters Local Union No. 230 Members Benefits Fund,

jointly administered by an equal number of Employer and the Union Trustees, for the purpose of purchasing welfare benefits for the employees covered by this Agreement, represented by Teamsters Local Union No. 230, the following sums:

<b>Effective:</b>	<b>May 1, 1995</b>	<b>\$1.10</b>
<b>Effective:</b>	<b>May 1, 1996</b>	<b>\$1.15</b>

(Payments are to be made by the 15th day of the month following the month for which payment is due).

**12.2** Teamsters Canadian Pension Plan - Construction Division, Pension Plan jointly administered by Trustees representing Employers and Union. **Effective: May 1, 1992** is shall be increased to *sixty* cents (\$.60) per hour for each hour earned.

## **ARTICLE 13 - EMPLOYER LABOUR RELATIONS FUND**

### **13.1**

(1) Each Employer bound to this Agreement shall contribute five cents (\$.05) per hour for each hour worked by each employee covered by this Agreement as such Employer's contributions to the administrative costs of the Associated Earthmovers Association.

(2) The Employer shall remit such contributions by separate cheque with the other contributions under Article 12.1 together with the supporting information as required by the Trustees on the Reporting **Form**.

(3) Such contributions (Labour Relations Fund) shall be immediately forwarded by the Administrator to the Associated Earthmovers Association.

(4) The Associated Earthmovers Association **and** the Employers agree to hold harmless and indemnify the Union and the Trustee against any liability incurred as a result of contributions made under Article 13 (1).

**13.2** In the event that an Employer bound to this collective agreement is found in default of making the monetary payments required by Article 7, 8, 9, 12, 13 or 14 or Schedule "A" of this collective agreement, such Employer shall be required to pay, as additional damages and not as a penalty an amount equivalent to the reasonable legal costs incurred by the Union in connection with the Employer's violation of the collective agreement.



## **ARTICLE 14 - TRAVEL EXPENSES**

### **14.1** Travel expense where employee is using own vehicle

- (a) There shall be no travel expense allowed within a 40km radius of the Employer's Yard.
- (b) Travel expenses shall be paid at the rate of \$.025 per km from 40km and up to 80km radius both ways.
- (c) From the 80km radius the employee shall be paid \$.025 per km both ways plus \$3.60 per day.

## **ARTICLE 15 - DURATION OF AGREEMENT**

**15.1** ~~This~~ Agreement shall become effective the day of June 15, 1997 and shall remain in effect until the 30th day of April, 1999 and shall continue automatically ~~thereafter~~ for annual periods of one year unless either party notified the other in writing within the period of ninety (90) days immediately prior to annual expiration date that it desires to terminate or amend this Agreement.

**15.2** Negotiations shall begin within ~~fifteen~~ days following notifications for amendment ~~as~~ provided in the preceding paragraph.

**15.3** ~~If~~, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, ~~this~~ Agreement shall continue in **full** force and effect until a new Agreements signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, 1980 have been completed, whichever date should first occur.

## **ARTICLE 16 - GENERAL**

**16.1** Notwithstanding any provisions of this Agreement, the Employers herein are severally liable and the singular includes the plural and the plural includes the singular where wording of the text so requires.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly accredited representatives as of the date and year first above written.

**FOR THE EMPLOYER**

**Associated Earthmovers  
Of Ontario**

**FOR THE UNION**

**Teamsters Local Union  
No. 230**

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**SCHEDULE "A"**

1. The Employers agree that all owner operators covered by this collective agreement, shall, as a condition of continued employment, be and remain members of the Union in good standing.
2. The Employers shall only engaged owner operators who are members of the Union in good standing through the dispatch service provided by the Association, provided that the dispatch service can supply owner operators in sufficient numbers who are capable of performing the work required.
3. It is understood that if the dispatch service is unable to provide the required owner operators within two working days, the Employers may obtain owner operators from whatever source is available provided that such ~~owner~~ operators, before commencing work, make application for membership in the ~~Union~~ and pay all required initiation fees and monthly dues and comply with all the applicable union regulations for membership herein.
4. The Employers shall pay industry fund of \$1.00 (One Dollar) for each hour for which an owner operator performs work for the Employer and ~~shall~~ remit ~~such~~ fee no later than the 15th day of the month following the month in which the ~~work~~ was performed. Such remittance shall be made along with the supporting statement detailing the hours of work performed by each owner operator ~~as~~ required by Article 13 of the collective agreement.

**5. DUMP TRUCK HAUL RIGHTS ( OWNEROPERATORS)**

<b><u>TANDEM:</u></b>	<b>Effective: April 1996</b>	<b>\$47.00</b>
	<b>Effective: January 1997</b>	<b>49.00</b>
<b><u>TRI-AXLE:</u></b>	<b>Effective: April 1996</b>	<b>\$58.00</b>
	<b>Effective: January 1997</b>	<b>60.00</b>

**The above rates all inclusive except for GST where applicable.**

6. When new types of equipment or new classifications, for which rates of pay are not established by this collective agreement are put into operation, the rates governing will be negotiated by the parties, and if such negotiations do not result in a collective agreement, the dispute will be settled as if it were a grievance arising under the provisions of this collective agreement.
7. Terms for Payment of Haul Rights; Haul Rates shall be paid by cash or cheque by-weekly. Such payment ~~shall~~ be made no later than thirty (30) days from the end of the bi-weekly period

during which the work was performed. Any monetary disputes arising shall be settled through the grievance and arbitration procedure.

**Associated Earthmovers of Ontario**

Per: 

**Teamsters Local Union No. 230**

Per: \_\_\_\_\_

**Letter of Understanding**

**Re: Agreement between Teamsters Local Union No. 230 and Associated Earthmovers of Ontario.**

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The Associated Earthmovers of Ontario and the Union, in entering into the collective agreement to which this letter is attached confirm the following collective agreements:

- 1.** The Union will co-operate with the Association in the continued operation of the dispatch service for the industry.
- 2.** The Union and the Association will make their efforts to ensure that the collective agreement to which this letter is attached is incorporated into the Provincial ICI Collective Agreement in accordance with the discussions which have occurred between the parties prior to the date hereof

**Associated Earthmovers of Ontario**

**Per:** 

**Teamsters Local Union No. 230**

**Per:** \_\_\_\_\_

**Per:** \_\_\_\_\_