

...-AGREEMENT

Between

Associated Earth Movers of Ontario
P.O. Box 224, 886 Winston Churchill Blvd
Oakville, Ontario L6J 5A2
(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”)

Ratified: June 1st, 2001
Expiry: April 30th, 2004

[Handwritten signatures and dates]

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This Agreement entered into this 1st day of June, 2001

Between:

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")

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 Employer 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 CON _____

3.1 The Employers agree that all employees covered by this Collective Agreement must, as a 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 Employers' 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 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 Ministry 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.

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, modify, 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 agreed there ~~shall~~ be no lockout.

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

7.1 Employees may work fifty-five **(55)**hours ~~per~~ week Monday to Friday inclusive. Time and one-half will be paid for all time worked over fifty-five **(55)** 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.

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 hour 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 6:00 p.m. 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	Civic Holiday	Good Friday
Labour Day	Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day	

7.7 Any employee who has worked a night **shift** shall not be required **to** perform any work the following day before 6:00 p.m. 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 used in the computation of the overtime rates.

ARTICLE _____

Classification	June 1st, 2001	May 1st, 2002	May 1st, 2003
Truck Driver (Triple Axle) (Tandem, Tandem)	\$23.85	\$24.55	\$25.25
Float Driver	\$25.25	\$25.95	\$26.65
Truck Driver (Tandem) (Fuel Truck Driver)	\$23.35	\$24.05	\$24.75
Truck Driver (Single Axle)	\$23.20	\$23.90	\$24.60
On Site Rubber Tire (Dump Vehicle)	\$23.60	\$24.30	\$25.00

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 Employers 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.
- 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 Employers 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 sum:

Effective:	June 1st, 2001	\$1.25
	May 1st, 2002	\$1.35
	May 1st, 2003	\$1.45

(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:	June 1st, 2001	\$1.40
	May 1st, 2002	\$1.60
	May 1st, 2003	\$1.80

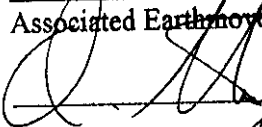
CLE 13 - EMPLOYER LABOUR RELATIONS FUND

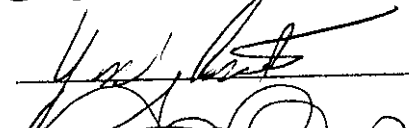
- 13.1 (1) Each Employer bound to this Agreement shall contribute seventy-five cents (\$.75) per hour for each hour worked by each employee and each owner operator covered by this Agreement as such Employers contributions to the Administrative and Dispatch cost of the Associated Earthmovers Association.
- (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).

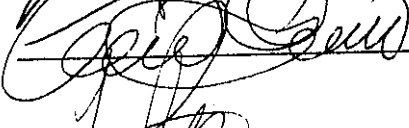
Page 9 - Associated Earthmovers of Ontario
Expiring April 30th, 2004


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





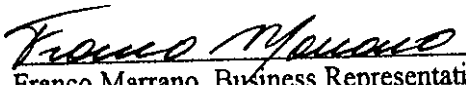






FOR THE UNION,
Teamsters Local Union No. 230

John Burt, President

Ernie Milley, Secretary-Treasurer


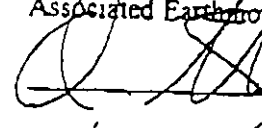
Franco Marrano, Business Representative


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Expiring April 30th, 2004

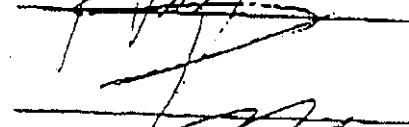
WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly accredited representatives as of the date and year first above written.

FOR THE EMPLOYER,
Associated Earthmovers of Ontario










FOR THE UNION,
Teamsters Local Union No, 230

John Burt, President

Ernie Milley, Secretary-Treasurer


Franco Marrano, Business Representative

SCHEDULE "A"

- 1. The Employers agreed 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.

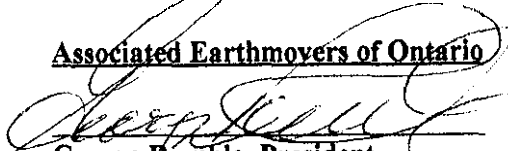
4. **DUMP TRUCK HAUL RATES (OWNER OPERATORS)**

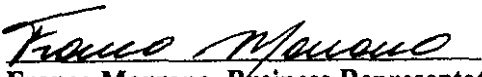
June 1 st , 2001	Tandem	\$54.00
June 1 st , 2001	Tri-Axle	\$65.00 ✓
May 1 st , 2002	Tandem	\$58.00
May 1 st , 2002	Tri-Axle	\$70.00
May 1 st , 2003	Tandem	\$62.00
May 1 st , 2003	Tri-Axle	\$75.00

The above rates all inclusive except for GST were applicable.

- 5. 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.
- 5 (A) Due to uncontrollable conditions due to negative economy growth or uncontrollable fuel cost, the parties agree that the haul rates could be re-assessed by mutual agreement of the effected parties.
- 6. **Terms** for Payment of Haul Rates; 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 by-weekly period during which the work **was performed**. Any monetary disputes arising **shall** be settled **through** the grievance and arbitration procedure.
- 7. Terms of Payment of Haul Rates: 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 by-weekly period during which the work **was** performed. **Any** monetary disputes **arising** shall be settled **through the** grievance and arbitration procedure.

8. Each Owner/Operator **working** under the ~~terms~~ and conditions of the collective agreement **or** working for companies not bound by the collective agreement but **working** in the same industry (earth moving, **hauling** operations), if the Union or the Association had just cause to believe that such Owner/Operator charges a lesser rate than the collective agreement set out for the **work** performed, the **Union** has the right to remove such Owner/Operators from the dispatch list for a period of time **determined** by the Union and the Association.

Associated Earthmovers of Ontario

George Kumble, President

Teamsters Local Union No, 230

Franco Marrano, Business Representative

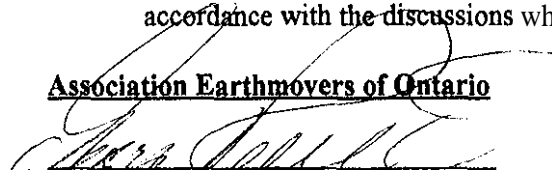
Letter of Understanding

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

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 in incorporated into the Provincial ICI Collective Agreement in accordance with the ~~discussions~~ which have occurred between the parties prior to the date hereof.

Association Earthmovers of Ontario


George Rumble, President

Teamsters Local Union No. 230


Franco Marrano, Business Representative