

COLLECTIVE AGREEMENT

Between

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

- AND -

· THE HEAVY CONSTRUCTION ASSOCIATION OF WINDSOR

- AND -

SIGNATORY COMPANIES

EXPIRY DATE APRIL 30, 2013

11816(04)

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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, 2008, and shall continue to remain in effect until the **30th day of April, 2013**, 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, 2013**, 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 Union cannot supply trucks, the Employer may hire from any source until such time ~~as~~ the Union can supply trucks at competitive rates.

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, and 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 an 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
Labour Day
~~Christmas~~ Day
Victoria Day
Civic Holiday

Good Friday
Thanksgiving Day
Boxing Day
Dominion Day
One (**1**) Floating Holiday

ARTICLE 14: SHIFTWORK 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 thirty cents (.30¢) per hour premium.

3RD SHIFT Five **(5)** consecutive shifts at forty cents (.40¢) 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 forty cents (.40¢) per kilometre both ways, forty five cents (.45¢) effective May 1st, 2010

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 spareboard *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, 2008 and shall remain in **full** force and effect until the 30th day of **APRIL, 2013**, 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.

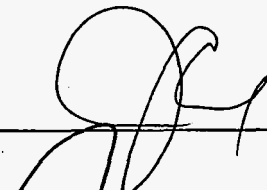
IN WITNESS WHEREOF THE **PARTIES HERETO** HAVE SET THEIR HANDS AND SEALS THIS 18th DAY OF September, 2008.


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 1/08</u>	<u>May 1/09</u>	<u>May 1/10</u>	<u>May 1/11</u>	<u>May1/12</u>
Single/Tandem	\$20.42	\$21.09	\$21.73	\$22.33	\$22.93
Tri-axle	\$20.92	\$21.59	\$22.23	\$22.83	\$23.43
Tractor Trailer	\$21.42	\$22.09	\$22.73	\$23.33	\$23.93
Float	\$22.42	\$23.09	\$23.98	\$24.83	\$25.93
Fuel Truck	\$20.92	\$21.59	\$22.23	\$22.83	\$23.43

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 **24, 2008** 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 progression rates effective date **of** ratification.

	Class Rate Less	Benefits	Pension
First 90 days	\$4.45	no	no
Year One	\$2.95	After 6 months	no
Year Two	\$2.45	yes	no
Year Three	\$1.95	yes	yes
Year Four	\$1.45	yes	yes
Year Five	Class Rate	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 1/09,</u>	<u>May 1/10,</u>	<u>May 1/11,</u>	<u>May 1/12</u>
Single/Tandem	\$55/hr	\$56/hr	\$57/hr	\$58/hr	\$59/hr
Tri-Axle	\$62/hr	\$63/hr	\$64/hr	\$65/hr	\$66/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 eighty three cents (\$1.83), one dollar and ninety cents (\$1.90) per hour effective May 1/09, two dollars (\$2.00) per hour effective May 1/10, two dollars and ten cents (\$2.10) per hour effective May 1/11, and two dollars and twenty cents (\$2.20) per hour effective May 1/12, 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 three dollars and eighty cents (\$3.80), ~~three~~ dollars and ninety cents (\$3.90) effective May 1/09, four dollars (\$4.00) effective May 1/10,

four dollars and fifteen cents (\$4.15) effective May 1/11, four dollars and thirty cents (**\$4.30**) effective May 1/12, 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, **I** 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

IMPORTANT NOTE:

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.

ALWAYS

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"

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