

COLLECTIVE AGREEMENT

This AGREEMENT made and entered into on the 22nd day of February, 2023

BETWEEN The Construction Site Teamster Employer Bargaining Agency in furtherance of the Designation as Employer Bargaining Agency received from the Ministry of Labour dated the 24th day of April 1978.

Hereinafter referred to as the Employer Bargaining Agency. (E.B.A.)

- and -

The Teamster Construction Council of Ontario/IBT in furtherance of the Designation as Employee Bargaining Agency received from the Ministry of Labour dated the 24th day of April 1978.

Hereinafter referred to as the Union.

ARTICLE 1 - INTENT AND PURPOSE

1.01 The Employer and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation 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 Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work, disputes procedure and conditions of employment.

ARTICLE 2 - UNION RECOGNITION

2.01 The Construction Site Teamster Employer Bargaining Agency agrees to recognize the Union as the exclusive Bargaining Agent for all Teamsters for whom the Union has bargaining rights in the ICI Sector of the Construction Industry in the Province of Ontario, save and except those above the rank of foremen and office staff, and above the rank of General Foremen in Schedule "B" only.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer:

a) To conduct its business in all respects in accordance with its commitments and responsibilities, and without restricting the generality of the foregoing, to manage the jobs, to locate operations, to determine the number of men required at any or all operations, to determine the kinds and locations of equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.

b) To hire, discharge, classify, transfer, promote, layoff suspend or otherwise discipline any employee for just cause, provided these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement and are subject to the provisions of the grievance procedure.

c) To make and alter from time to time reasonable rules of procedure to be observed by the employees.

ARTICLE 4 - HIRING

4.01 The Employer agrees to employ as Teamsters only members of the Union supplied by the Union upon request of the Employer. However, if the Union is unable to supply the Employees requested within two (2) working days, then the Employer may hire such Employees from any available source. The Employer agrees that these Employees shall make application for membership in the Union within seven (7) calendar days from the date of hire.

4.02 All Employees hired by the Employer shall obtain referral and/or clearance slips from the Union, which the Union agrees to provide. When an Employer recalls an Employee, he shall notify the Local Union.

ARTICLE 5 - UNION DUES

5.01 The Employer agrees to deduct regular monthly Union dues from the first pay day due each Employee in each month and to remit the monies so deducted to the Union office on or before the fifteenth day of the month following the month in which such deductions were made.

The Employer further agrees to deduct Union initiation and/or reinstatement fees in two (2) equal weekly installments and to mail such deductions to the Union.

All such deductions shall only be made upon written notification from the Local Union.

5.02 The Employer will at the time of making such remittances to the Union specify the names and Social Insurance number of the Employees from whose pay such deductions were made.

5.03 If an Employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work. Such deductions shall only be made on written notification from the Local Union.

5.04 The Employer agrees to deduct from each Employee, working dues. Such deductions will be at the rate of ten (\$0.10) cents per hour earned. Deductions shall be mailed to the Union along with the Union dues as outlined in Article 5, 5.01.

5.05 (a) There shall be a Union Fund known as the Teamsters Construction Council of Ontario Service Fund. The Employer agrees to deduct from each Employee, Owner/Operator, or Independent Contractor covered by the terms of this Agreement for each hour earned, the sum of thirty (\$0.30) cents, and remit to the Secretary/Treasurer of the Teamsters Construction Council of Ontario on or before the fifteenth day of the month following the month in which such deductions were made. The Employer shall, when remitting such dues, submit a list of names and Social Insurance Numbers for and on whose behalf such deductions were made. A copy of the Service Fund remittance form shall also be sent to the appropriate Local Union.

5.05 (b) Canadian Building Trades Deduction - The Employer also agrees to deduct from each Employee, Owner/ Operator, or Independent Contractor covered by the terms of this Agreement for each hour earned, the sum of two (\$0.02) cents to be remitted directly to the Canadian Building Trades on or before the fifteenth day of the month following the month in which such deductions were made. The Employer shall, when remitting such dues, submit a list of names and Social Insurance Numbers for and on whose behalf such deductions were made.

This remittance shall be forwarded and made payable to the Canadian Building Trades, 130 Albert Street, Suite 1902, Ottawa, Ontario, K1P 5G4.

5.05 (c) Helmets 2 Hardhats (H2H) – Employer/Employee contribution – Each Employer working under the terms of this agreement shall submit a total of four (\$0.04) cents for each hour earned to the national Helmets 2 Hardhats program. This four (\$0.04) cent contribution shall be comprised of a two (\$0.02) cent Employee contribution taken from the total package and an additional Employer contribution of two (\$0.02) cents. The four (\$0.04) cent contribution to H2H shall be remitted along with the Canadian Building Trades Dues Deduction of two (\$0.02) cents (as per Article 5.05 b) for a total of \$0.06 per hour earned on one cheque made payable to the Canadian Building Trades on or before the fifteenth day of the month for each hour earned following the month in which such contributions were made.

The H2H contributions and the Canadian Building Trades Dues Deduction (a total of six (\$0.06) cents) shall be made payable on one cheque and forwarded to the Canadian Building Trades, 130 Albert Street, Suite 1902, Ottawa, Ontario,

K1P 5G4.

5.06 There shall be a Fund known as the Ontario Teamsters Training Trust Fund, which shall be jointly and equally Trusteed between Labour and Management. The Employer agrees to contribute for each Employee, Owner/Operator, or Independent Contractor covered by the terms of this Agreement thirty five (\$0.35) cents, effective May 1, 2023 forty (\$.40) cents, effective May 1, 2024 forty five (\$.45) cents per hour earned, and remit to the Administrator of the Training Fund on or before the fifteenth day of the month following the month in which such contributions were made. The Employer shall when remitting such funds submit a list of names and Social Insurance Numbers for and on whose behalf such contributions were made. A copy of the Training Fund remittance form shall also be sent to the appropriate Local Union.

5.07 De Novo – Employer/ Employee Contribution - Each Contractor working under the terms of this Agreement shall submit four (\$0.04) cents for each hour earned to De Novo. Said funds are to be used for the benefit of Teamster members, Contractors/ Association members and their spouses for the treatment through De Novo. It is understood that the foregoing four (\$0.04) cents is comprised of a two (\$0.02) cent employee contribution taken from the total package and an additional two (\$0.02) cent contribution from and paid by the employer.

5.08 Each employer shall contribute from the total package and on behalf of each Employee, Owner/Operator, or Independent Contractor, the sum of ten cents (\$0.10) per hour for each hour earned by each employee to the Teamster Construction Division National Trust Fund (TCDNTF). Such remittance shall be made monthly on or before the fifteenth day of each month following the month when such contribution was made. Such contribution shall be remitted on a cheque made payable to the TCDNTF c/o Teamsters Canada, 1750 Maurice-Gauvin, Suite 400 Laval, QC H7S 1Z5.

ARTICLE 6 – EMPLOYERS ASSOCIATION FUND

6.01 (a) Each Employer bound by the terms of this Agreement shall contribute (10¢) ten cents per hour for each hour worked by each Employee, Owner/Operator, or Independent Contractor covered by this Agreement to the "Employers' Association Fund." Such contributions shall be mailed directly to the EBA by the fifteenth day of the month following the month in which such contributions were made together with a supporting statement detailing hours worked by each Employee, Owner/Operator, or Independent Contractor."

This remittance shall be forwarded and made payable to the Construction Site Teamster Employer Bargaining Agency c/o Sarnia Construction Association P.O. Box 545, Sarnia, Ontario, N7T 7J4.

(b) Members of the Industrial Contractors Association will contribute an additional one cent (\$0.01) for each hour worked by each employee covered by this agreement. Members will include any required supporting information. Such contribution will be remitted direct to the Industrial Contractors Association of Canada.

ARTICLE 7 - HOURS OF WORK

7.01 The regular hours of work for all Employees covered by this Agreement (except Employees engaged on site preparation and excavation work) shall be eight (8) hours per day, forty (40) hours per week between the hours of 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Monday to Friday inclusive. These hours may be changed by mutual agreement between the Employer and the Union.

7.02 SITE PREPARATION AND EXCAVATION

7.02 Site Preparation and excavation work shall be performed under the attached schedule and shall form part of this Agreement.

An Employer who is signatory to, and who regularly works under the terms of a construction collective agreement with the appropriate Teamster Local Union for a particular area, may be allowed, subject to mutual agreement in writing with the Local Union, to apply the Health and Welfare, Pension (where applicable) and wage rates provided in that Local agreement and further that when work is performed in the ICI sector, the Employer shall comply with Articles 4.01, 4.02, 5.04, 5.05, 5.06, 5.07, 5.08, 6.01, 7, 19.01, 19.02, and Schedule A Owner Operator provisions of the Provincial ICI Teamsters Collective Agreement”

7.03 SITE PREPARATION

7.03 Site preparation shall mean the excavation of ground to sub-grade level and shall not include pile driving, drilling, boring, deck work, tunnel work or underground services.

ARTICLE 8 - OVERTIME

8.01 Overtime shall be paid in accordance with the provisions of the Schedule attached and forming part of this Agreement.

ARTICLE 9 - SHIFT WORK

9.01 Shift work shall be worked when requested by the Employer and the Employer shall establish starting and quitting times in accordance with job

requirements.

9.02 The first shift shall be the day shift, which commences at 8:00 a.m. This starting time may be varied to suit job requirements. The second shift shall be the afternoon shift. The third shift shall be the night shift.

9.03 Each shift shall work for an eight-hour period (except Employees engaged in on-site preparation work who shall work ten hours). Regular straight time rates shall be paid for the first shift. The second and third shifts shall be paid at the rate of one and one seventh times the regular rates of pay.

All hours worked in excess of the regularly assigned shift hours shall be paid at the appropriate overtime rates as set forth herein. In calculating overtime rates of pay for shift work, shift differential shall not be included.

ARTICLE 10 – MINIMUM PAY AND REPORTING TIME

10.01 Four (4) hours pay shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's job site and no work is available due to reasons other than inclement weather, provided however, the employee remains on the job during the four hours unless otherwise advised by his Foreman. If his regular work is not available, he may be assigned to other duties that come within the jurisdiction of the Union. The provisions of this article do not apply where the Employee has been notified not to come to work.

10.02 Two hours pay shall be allowed by the Employer when an Employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours unless instructed by his Forman to leave the job site.

ARTICLE 11 - STEWARDS

11.01 The Employer agrees the Union shall have the right to appoint from amongst the employees, a Steward and an Alternate Steward who may substitute when the regular Steward is not available, on each shift. The Union shall advise the Employer in writing of the appointment of the Steward and the Alternate and will likewise advise when changes occur.

11.02 It will be the Steward's duty to assist the Employer and the Union members in carrying out the provisions of this Agreement and he will be allowed reasonable time to perform such duties without loss of pay.

11.03 The Employer agrees to retain the Steward until he is one of the last two (2) employees on the job, provided he is qualified to perform the remaining work; otherwise the Business Representative of the Union will be notified in time to

appoint a successor.

11.04 The Employer agrees to notify the Union in writing within two (2) working days from the date a steward is suspended or discharged.

ARTICLE 12 - JOINT LABOUR MANAGEMENT COMMITTEE

12.01 The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Employer and representatives of the Union. The purpose of this committee will be for the effective administration of the collective agreement and to provide a means of communication for the resolution of any and all disputes that may arise through the application of the collective agreement. Meetings will be held as deemed necessary in the interests of both parties.

This committee may also meet to consider changes to the collective agreement as presented by the Union and the applicable Employer Association. Such changes shall only apply to the geographical area affected and shall only take effect on approval by the Designated Employer and Employee Bargaining Agencies.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Any differences, disputes or complaints arising over the interpretation, administration or application of this agreement, shall be submitted in writing, in triplicate, on forms supplied by the Union and signed by the Employee. The written record of the grievance shall state the section or sections of the agreement, which it is alleged has been violated. No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of the occurrence of the incident giving rise to the grievance. Once submitted, there shall be an earnest effort on the part of both parties to settle the grievance promptly through the following steps:

Step #1 - By a Conference between the aggrieved Employee and his immediate Superior. The Employee may be accompanied by his Steward. The Employee's immediate Superior shall give his decision within two (2) full working days. Failing settlement, then:

Step #2 - Within ten (10) full working days following the decision in Step #1, an official or officials of the Union shall meet with Representative's of the Employer at which time the written record of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

13.02 Failing settlement under Step #2, of any difference between the parties arising from the interpretation, administration, application or alleged violation of

this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step #2 is given it shall be deemed to have been abandoned.

13.03 Any complaint or grievance concerning or affecting a group of Employees shall be originated under Step #2.

13.04 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #2.

13.05 A claim by an Employee that he has been unjustly discharged or suspended shall be treated as a grievance and may be taken up under Step #2 of the grievance procedure provided a written statement of such grievance is lodged with the Employer within three (3) working day of the discharge or suspension.

ARTICLE 14 - ARBITRATION

14.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing and at the same time nominate an arbitrator within five (5) full working days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they were unable to agree upon a Chairman within a period of ten (10) working days following the date of their appointment, either arbitrator may then request the Minister of Labour of the Province of Ontario to appoint a Chairman. If the recipient of the notice fails to appoint an arbitrator, the arbitrator who has been nominated may request the Minister of Labour for the Province of Ontario to do so.

14.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

14.03 No matter may be submitted to arbitration, which has not been properly carried through the proper steps of the Grievance Procedure.

14.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify, or amend any part of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

14.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of a majority of such Board will be final and binding upon the parties hereto and the Employee concerned.

14.06 Each of the parties hereto will bear the expense of the arbitrator appointed

by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

14.07 If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to pay wages to Employees or a failure to make appropriate payment and or contributions as required by this Agreement is litigated and the Board determines that an Employer has violated the Collective Agreement, then the OLRB or
ARTICLE 14 - (cont'd)

The Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance including but not, limited to, all legal costs, travel, meal and accommodation cost of all witnesses and Business Representatives, conduct money, costs incurred in serving a summons, any and all expenses incurred by the Union pursuant to Section 126 (4) or otherwise, for the Board of Arbitration.

ARTICLE 15 – NO STRIKE OR LOCKOUT

15.01 During the term of this Agreement, there shall be no strike or lockout as defined by the Ontario Labour Relations Act.

ARTICLE 16 - JURISDICTIONAL DISPUTES

16.01 When a work claim dispute arises between the Union which is a party to this Agreement and any other Union, person or organization which cannot be settled to the satisfaction of all parties concerned, such a dispute will not be the subject of a grievance under this Agreement, but shall, without any stoppage of work or interference within the progress of the job, be processed as a complaint to a mutually acceptable tribunal for the resolution of such disputes. In the meantime, work will be assigned by the Employer until he is otherwise directed by the tribunal. The decision of the tribunal shall be final and binding on the parties and compliance with such decision shall be deemed to be compliance with the provisions of this Collective Agreement.

ARTICLE 17 – ADMISSION COMPANY PROPERTY

17.01 The Union Representative shall in the course of his duty have access to the work where possible, and the Employer shall assist the Union Representative to obtain a pass to the premises where necessary. The Union Representative shall make his presence known to the Employer's most senior management representative in the job office. In no instance, however, shall he interfere with the progress of the work.

17.02 The Union Representative when on site shall abide by all site regulations and applicable safety acts or regulations.

17.03 Where bulletin boards are available, the Union shall have use thereof for posting notices of Union activities. However, it is agreed that the Employer has the right to rule on all materials for such bulletin boards before it is posted and the Union agrees to submit all such material to the Employer for approval prior to such posting.

ARTICLE 18 - RECOGNIZED HOLIDAYS

18.01 The following holidays will be recognized under this Agreement:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day	National Day of Truth and Reconciliation	

18.02 Should the Federal or Provincial Government declare another Statutory Holiday before the expiration of this Agreement, it shall be deemed to be included in the listed Statutory Holidays above.

18.03 All work performed on a Statutory Holiday shall be at the rate of double-time (2x) the hourly rates.

18.04 If any of the above holidays fall on a Saturday or Sunday they shall be observed on the next regular scheduled working day or days.

18.05 Statutory Holiday Pay shall be six per cent (6%) of gross wages earned and shall be paid at the same time as Vacation Pay.

ARTICLE 19 – SUB-CONTRACTING

19.01 The Employer agrees to sub contract work covered by this Agreement to Employers and Owner Operators who are in contractual relations with the Union.

19.02 All Sub Contractors and Owner Operators shall be subject to the terms and conditions of this agreement while engaged in ICI construction work.

ARTICLE 20 - PAY DAY

20.01 Wages shall be paid by cheque or direct deposit before the regular quitting time on Thursday of each week. Accompanying each payment of wages shall be a separate statement identifying both the Employer and the Employee showing regular hours worked, overtime hours worked, the total earnings, and the amount of each deduction and net earnings.

20.02 In the case of layoff, all Employees shall be paid up to date, including Vacation Pay and Statutory Holiday Pay, on the job site where practical: either via Direct Deposit or Cheque, Unemployment Insurance records and OHIP Form 104 shall be forwarded by registered mail electronic means to the Employees last known address within forty-eight (48) hours of the layoff.

20.03 When an Employee is discharged or quits, he shall receive all his wages including Vacation and Statutory Holiday Pay, and employment documents on the next regular pay day.

ARTICLE 21 - TRAVEL ALLOWANCES

21.01 Travel allowances where applicable shall be paid in accordance with the provisions of the Schedule-attached and forming part of this Agreement.

ARTICLE 22 - ROOM AND BOARD

22.01 Room and Board Allowances where applicable shall be paid in accordance with the provisions of the Area Schedule attached and forming part of this Agreement.

ARTICLE 23 - BENEFIT PLANS AND PENSION PLANS

23.01 Employee Benefit and Pension Plans funded pursuant to this Agreement shall be administered by a Joint Board of Trustees composed of an equal number of Employer and Employee members and governed by the respective "Trust Agreements".

23.02 Whereas, the Ontario Teamster Construction Benefit and Pension Plans cover Employees employed in other sectors of the Construction Industry, as well as the ICI Sector and whereas, it is anticipated Employer Trustees will be appointed to the Joint Board of Trustees from such other sectors, it is hereby agreed that the Construction Site Teamster Employer Bargaining Agency shall appoint two representatives to serve as Management Trustees on the Ontario Teamster Construction Benefit and Pension Plans Board of Trustees.

23.03 Each Employer bound by the term of this Agreement shall remit welfare and pension contributions to the Administrator of the Ontario Teamster Construction Benefit and Pension Plans at the rates provided in the attached Schedule. Hourly contributions for all overtime worked shall be made in accordance with the overtime provisions of the respective area schedules, based on hours earned.

23.04 Employer contributions shall be mailed to the designated Fund Administrator by the 15th day of the month following the month for which

contributions are made, together with a supporting list of names and Social Insurance numbers showing for and on whose behalf contributions are made.

23.05 At no time shall Employer contributions due the plan provided herein be paid directly to the Employee.

23.06 Interest at the rate of two (2) percent per month shall be charged from the date due to the Employer Benefit and Pension Plan remittances over fifteen (15) days in arrears, unless the Employer has received five (5) days prior written notice and had corrected such delinquency.

23.07 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of the jointly Trusteed Benefit and Pension Plans to which the Employer is required to make contributions; afford the Trustees the following:

(1) With reasonable cause, the Trustees, may appoint an independent Chartered Accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit and Pension Plans or at the option of the Employer, he shall direct his Chartered Accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.

(2) All fees and costs in connection with the Trustee Appointed Auditors shall be borne by the Benefit and Pension Plans.

(3) Where an Employer opts to direct his Chartered Accountant, to provide a certified audited statement the cost of such audit shall be borne by said Employer.

ARTICLE 23 - (cont'd)

23.08 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement, (save and except technical and/or clerical errors) the Employer shall, within ten (10) days of receipt of written notice from the Joint Board of Trustees conform with the following:

(a) Remit all outstanding contributions to the Administrator of the Benefit and Pension Plans plus interest at the rate of two percent (2%) per month on such delinquent sums.

(b) Complete and remit supporting contributions report forms as required by the Trustees.

23.09 If the Employer does not have any Employees in his employ a NIL report shall be filed in accordance with the provisions of 23.04 above.

23.10 (a) In the event an Employer fails to conform with the provisions of Articles 23.07 and 23.08 herein, the Union, on written direction of the Joint Board of Trustees shall forthwith submit the question to final and binding determination. Should the Local Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.

(b) All fees and costs not recoverable in connection with final and binding determination under 23.10 (a) above, shall be borne by the Benefit and Pension Plans.

ARTICLE 24 - WAGES AND CLASSIFICATIONS

24.01 Wages and the classifications covered by this Agreement shall be as in accordance with the provisions of the Wage Schedule attached and forming part of this Agreement.

ARTICLE 25 - VACATION PAY

25.01 Vacation Pay for all schedules shall be four percent (4%) of gross wages earned and shall be paid on June 15th and December 15th of each year.

ARTICLE 26 - WORKING CONDITIONS

26.01 An Employee who is injured in the course of performing his duties and requires medical attention by a Doctor and is certified by the Doctor that he is unable to continue work shall be paid to the end of his regular scheduled work shift on the day of injury.

26.02 Where parking lot considerations are granted to any other Union, the same considerations shall apply to the Teamsters Members.

26.03 Employees shall have two (2) ten (10) minute break periods, one in the first half and one in the second half of each shift. Employees will not leave work areas during these breaks where practical.

26.04 Wet weather clothing will be supplied on loan where necessary.

ARTICLE 26 - (cont'd)

26.05 The ratio of warehouse helpers shall not exceed one (1) helper to every three (3) warehousemen or part thereof.

26.06 Members of the Union shall have access to the lunchroom facilities of the Employer where one exists.

26.07 The Employer shall provide a wholesale supply of cool drinking water at all times in enclosed containers with a spout and paper cups and shall provide adequate sanitary facilities which shall be heated, where practical, during inclement weather.

26.08 Any Employee by reason of illness or accident, who wishes to return to work, shall be re-instated to his former position upon his return to work, if the job is not complete and the trade is still open and providing he has been released by his physician. Except in extenuating circumstances no person may exercise the option granted unless he shall have reported his illness or accident to the Employer on the first day he absented himself from work by reason thereof.

26.09 All work shall be performed in accordance with the Safety Standards of the Occupational Health and Safety Act. Every Employee as a condition of employment shall be required to wear an approved safety helmet and the Employer agrees that such helmet may be purchased from him at cost. Every Employee shall own and wear suitable protective footwear as a condition of employment. Other personal protective equipment such as safety glasses (excluding prescription safety glasses) shall be supplied by the Employer.

26.10 Each Employer shall provide first aid facilities on the job as prescribed by the Workers' Compensation Act and relevant regulations there under.

26.11 Employees shall not be compelled to operate defective equipment on or off the job site. The Employer shall supply forms to be made available to the Operator on which to report defects. A qualified representative of the company shall make decisions as to whether the equipment is defective or not.

ARTICLE 27 – CONSTRUCTION MANAGEMENT

27.01 Without restricting in any way the application of the sub contracting provision contained in Article 19 of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 19 unless:

- (i) The owner solicits directly bids for work covered by this Agreement from contractor(s) not bound to this Agreement; and
- (ii) The owner accepts bid(s) from such contractor(s); and
- (iii) The owner contracts or sub contracts directly with such contractor(s) without contractual obligation of the Employer for the work of such contractor(s),

other than for the negligent acts or omissions of the Employer.

ARTICLE 28 - JOB NOTIFICATION AND ENFORCEMENT

28.01 The Employer, its appointed sub-contractor(s) covered by this Agreement, and the Union shall hold a Pre-Job Conference before the start of the job, and the Local Union Representative at such conference shall be authorized by the Union to represent the Local Union for the entire area covered by the job within the territorial jurisdiction of the Local Union. The purpose of the Pre-Job Conference shall be to define the scope of work, discuss job referrals and the proposed work assignments and Travel and Subsistence if applicable (see below). The pre job shall not include the changing of any of the conditions of this Agreement nor any interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job.

Article 29 --Travel and Subsistence

29.01 The parties agree that manpower request should be filled locally wherever possible. At the pre job meeting, a free zone will be mutually agreed to. In addition, if the parties determine that due to the distance to the job, mileage rates for travel to and from the jobsite shall be paid at the CRA mileage rate outside the free zone. In the event that the employee cannot because of distance to the job return home daily, then LOA shall be paid at a minimum of \$150.00 per day, increasing to \$155.00 per day effective May 1st, 2024. Should specific issues arise with respect to travel or LOA, the parties agree to discuss and resolve during the pre job meeting.

Article 30 Duration

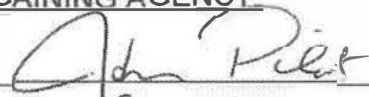
30.01 This Agreement shall become effective on the 1st day of May, 2022 and shall continue in effect until the thirtieth (30th) day of April 2025, and shall continue in force triennially thereafter unless either party shall furnish the other with notice of its intention to amend this agreement within One Hundred and Twenty (120) days prior to the thirtieth day of April 2022, or in a like period in any triennial year thereafter.

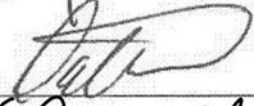
Dated at Toronto, Ontario this 22nd day of February, 2023.

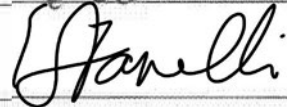
FOR THE TEAMSTER
CONSTRUCTION COUNCIL
COUNCIL OF ONTARIO/IBT



FOR THE CONSTRUCTION
SITE TEAMSTER EMPLOYER
BARGAINING AGENCY







SCHEDULE A

CLASSIFICATIONS

CLASS #1 – Float, Low Boy, Trombone Tractor Trailer Driver, Warehousemen (**Journeyman after 6 months as a Class 2 Apprentice**) or Receiver, Dispatcher, ~~Haulpack Driver~~, Load Bearing Boom Truck Driver or **dual purpose boom truck**, ~~Articulated Dump Truck, Euclid type off road Dump Truck.~~

Effective Date	Base Rate	VP & HP 10%	Welfare	Pension	OTF	L.U. Service	De Novo	H2H	NTF	Total Package
May 1, 2022	\$37.82	\$3.78	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$52.84
Jan 1, 2023	\$40.70	\$4.07	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$56.01
May 1, 2023	\$41.59	\$4.16	\$3.75	\$7.55	\$0.40	\$0.10	\$0.02	\$0.02	\$0.10	\$57.69
May 1, 2024	\$42.57	\$4.25	\$3.90	\$8.00	\$0.45	\$0.10	\$0.02	\$0.02	\$0.10	\$59.41

CLASS #2 – Tandem/Tri Axle Driver, Tractor Trailer Driver, Farm Tractor with **trailer(s) or bundle wagons**. Ready-Mix Driver classification working from a portable batch plant set up by the Prime or General Contractor or **Sub-contractor, Haulpack driver, Articulated Dump Truck, Euclid type off road dump truck, Roll off or Skid truck, Fuel truck, Propane Truck. Warehouse Apprentice after 6 months as a Class 3 Apprentice**

Effective Date	Base Rate	VP & HP 10%	Welfare	Pension	OTF	L.U. Service	De Novo	H2H	NTF	Total Package
May 1, 2022	\$37.65	\$3.77	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$52.66
Jan 1, 2023	\$39.20	\$3.92	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$54.36
May 1, 2023	\$40.09	\$4.01	\$3.75	\$7.55	\$0.40	\$0.10	\$0.02	\$0.02	\$0.10	\$56.04
May 1, 2024	\$41.01	\$4.11	\$3.90	\$8.00	\$0.45	\$0.10	\$0.02	\$0.02	\$0.10	\$57.77

CLASS #3 - Single Axle Truck Driver, Fork Lift (**including Zoom Boom**) Driver 5 ton and over in Warehouse, Compound, **Laydown and/or and Storage areas. Warehouse apprentice (after 6 months as a Class 4 helper)**

Effective Date	Base Rate	VP & HP 10%	Welfare	Pension	OTF	L.U. Service	De Novo	H2H	NTF	Total Package
May 1, 2022	\$37.49	\$3.75	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$52.48
Jan 1, 2023	\$38.20	\$3.82	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$53.26
May 1, 2023	\$39.09	\$3.91	\$3.75	\$7.55	\$0.40	\$0.10	\$0.02	\$0.02	\$0.10	\$54.94
May 1, 2024	\$40.07	\$4.01	\$3.90	\$8.00	\$0.45	\$0.10	\$0.02	\$0.02	\$0.10	\$56.67

CLASS #4 - Pick up Truck Driver, Bus Driver, Farm Tractor Driver, Fork Lift, Gator, Side by Side or similar equipment Driver, Driver under 5 ton, Warehouse Helper.

Effective Date	Base Rate	VP & HP 10%	Welfare	Pension	OTF	L.U. Service	De Novo	H2H	NTF	Total Package
May 1, 2022	\$37.16	\$3.72	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$52.12
Jan 1, 2023	\$37.20	\$3.72	\$3.65	\$7.00	\$0.35	\$0.10	\$0.02	\$0.02	\$0.10	\$52.16
May 1, 2023	\$38.09	\$3.81	\$3.75	\$7.55	\$0.40	\$0.10	\$0.02	\$0.02	\$0.10	\$53.84
May 1, 2024	\$39.07	\$3.91	\$3.90	\$8.00	\$0.45	\$0.10	\$0.02	\$0.02	\$0.10	\$55.57

* OTF - Ontario Teamsters Training Trust Fund

NTF - Teamsters Construction Division National Trust Fund

FOREMEN RATES

General Foremen: **\$5.00** per hour over Class #1 rate.

Foremen: **\$2.00** per hour over Class #1 rate.

RATIO OF SUPERVISION

1st Man to be Foreman who shall supervise up to 10 men

11 to 20 Men, 1 additional Foreman.

21 to 30 Men, 1 General Foreman who shall also supervise 1 crew of 10 men.

1 Foreman for each additional 10 Men thereafter.

OWNER-OPERATORS/Independent Contractor Dump Trucks/Leased or hired equipment

If an owner-operator/Independent Contractor is engaged by the Contractor, Sub-Contractor then such owner-operator/Independent Contractor shall obtain a clearance from the Local Union prior to commencement of work and shall be paid as follows

Tandem axle-Minimum Hourly Rates- HST Excluded

May 1, 2023 - \$112.00, May 1, 2024 - \$114.00

Tri-axle-Minimum Hourly Rates-HST excluded

May 1, 2023 - \$122.00, May 1, 2024- \$124.00

The above rates are all-inclusive and are deemed to include all monies to be remitted or deducted by the employer/contractor, HST excluded.

Owner/Operator invoices shall be submitted to the Contractor every seven (7) days after the first Monday the job commences or from when the first Owner/Operator is

dispatched. Payment thereafter, shall be made no later than thirty (30) days upon receipt of approved invoices.”

Each owner-operator/independent dump truck shall be covered by full insurance and shall carry certificates of insurance in the truck at all times.

The provisions of **Articles 4.01, 4.02, 5.04, 5.05, 5.06, 5.07, 5.08, 6.01, 19.01, and 19.02** of this ICI agreement are deemed to be included in the hourly rates listed above and amounts stated are to be deducted and remitted in accordance with the other provisions of this collective agreement.

OVERTIME

Any work performed outside the regular hours as established in this Agreement, including the shift clause, shall be deemed to be overtime and the minimum rate of wages for such overtime shall be paid at the rate of double time.

If Employees are required to work past the supper hour (6:30 p.m.) they shall be supplied with a hot meal and every 4 hours thereafter until the assignment is completed.

NEW CLASSIFICATIONS

When new classifications of employment covered by this Agreement for which rates of pay are not established by this Agreement are put into operation by the Employer, the rates governing such operations, shall be subject to negotiation between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this agreement.

DUES DEDUCTION (Including Canadian Building Trades Dues Deduction)

See Article "5" - Union Dues.

DE NOVO

See Article "5.07" - Employee Contribution - \$0.02
Employer Contribution - \$0.02

HELMETS 2 HARDHATS

See Article "5.05 (c)" – Employee Contribution - \$0.02
Employer Contribution - \$0.02

EMPLOYER ASSOCIATION FUND

See Article "6".

Ten (\$0.10) cents per hour worked - Remitted and made payable to the Construction Site Teamster Employer Bargaining Agency c/o Sarnia Construction Association P.O. Box 545, Sarnia, Ontario, N7T 7J4.