

COLLECTIVE AGREEMENT

Between:

KING PAVING & CONSTRUCTION LTD.,

hereinafter referred to as the "Company"

- and -

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the
International Brotherhood of Teamsters

hereinafter referred to as the "Union"

ARTICLE 1 – INTENT & PURPOSE

- 1.1 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, 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 Company, to promote efficiency and service and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure, and conditions of employment.
- 1.2 There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.
- 1.3 Therefore, this Agreement, between the Union and the Company signed by the accredited officials of both parties has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both parties. The Union has been certified as bargaining agent by the Ontario Labour Relations Board, for this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Company recognizes the Union as the exclusive bargaining agent for all its employees as defined below.

Posted position for fuel truck for life of agreement.

2.2 (a) The term "employees" means truck drivers, employed to operator tractor trailers, floats, tandems, fuel truck, single and tri-axle dump trucks of King Paving & Construction Ltd. Construction Department for the purpose of hauling bulk materials to and/or from the construction projects of the Construction Department of King Paving & Construction Ltd. in Halton, Wentworth, Peel, Lincoln, Welland, Haldimand Counties and Metropolitan Toronto, to which the employees and equipment are normally assigned and the equipment is suitable to do the work being performed.

(b) If the equipment to which the employees are normally assigned is transferred to Construction Department projects outside the areas of Halton, Wentworth, Peel, Lincoln, Welland, Haldimand Counties and Metropolitan Toronto, the employees shall be given the opportunity to transfer to such projects and will be subject to all provisions of this Agreement for the duration of the transfer. Where present employees refuse to transfer, other people may be hired and will not be subject to the terms of this Agreement.

(c) Employees and equipment shall not be shifted from one project to another for less than one-half ($\frac{1}{2}$) day's work and providing the travel time to that work will not exceed one (1) hour.

- (d) No bargaining unit employees will be sent home ahead of a part-time employee or a Driver Service employee, until that bargaining unit employee has had ten (10) hours worked that day.
- 2.4 The Company shall not contract out work or use non-bargaining unit employees to do bargaining unit work, while bargaining unit employees are laid-off or working short time or when such action would result in bargaining unit employees being laid-off or working short time.
- 2.5 It is agreed that all Union members as of the signing of this Agreement shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.
- 2.6 New employees shall make application for membership in the Union at the time of hiring, and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served. A member in good standing shall be defined for the purpose of this Agreement to be an employee who falls under the terms of this Agreement and whose Union initiation fee and Union dues are not in arrears. Driver Pool services will not be used to replace bargaining unit positions on a permanent basis. The Company may use Driver Pool services on a temporary basis up to thirty (30) calendar days.
- 2.7 All employees must, as a condition of their continued employment, authorize the Company to deduct weekly Union dues (*bi-weekly at twice the weekly dues, if applicable*) from their pay, under the formula as prescribed by the Local Union. The Company will remit such monies to the Local Union in the amounts so deducted under this provision no later than the twentieth

of the month, listing the employees from whose pay such deductions have been made and also the names of any employees covered by this Agreement who have left the bargaining unit since the last payment. In no case will the monthly remittance per employee be less than four times the weekly dues. During the term of this Agreement such deduction authorization shall be irrevocable.

- An employee who works one (1) day or more in a month, which has four (4) weeks, must pay a minimum of four (4) weeks Union dues for that month.
- An employee who works one (1) day or more in a month, which has five (5) weeks, must then pay a minimum of five (5) weeks Union dues for that month.
- An employee off work, for any reason, shall have Union dues deducted in double upon his/her return to work until the employee's dues are paid up-to-date, so that at the end of the year the employee has paid Union dues for 52 weeks.

All employees hired will, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fee in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period.

This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with the names and social insurance numbers of employees from whom the money was deducted at the same time as the Union dues are remitted.

- 2.8 The Union will supply the Company with application for Union membership, regular monthly dues deduction, and initiation fee deduction authorization forms which shall be signed by new employees on the day on which the new employee is hired. All completed copies of application for membership forms shall be returned to the Union and shall serve as notification of commencement of employment. Upon termination of employment of an employee the Company shall notify the Union in writing of such termination at the time of the monthly dues remittance is forwarded to the Union.
- 2.09 Eligible employees are those for whom the Union has supplied the Employer with dues deduction authorizations. The amount of such dues will be established in accordance with the constitution or By-Laws of the Local Union and the Company shall be officially notified of the amount of such dues.
- 2.10 The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made. S.I.N. to be shown on remittance.
- 2.11 If an employee is absent because of sickness or holidays and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work. Any other arrears will be deducted upon notification in writing of such arrears from the Union.
- 2.12 The Company will print the yearly Union dues deductions on the employees' T4 slips.
- 2.13 Each pay period of each month the Company will contribute five (5) cents per hour for each hour worked by all bargaining unit employees, including but not limited to full-time, part-time, casual, students, probationary, etc., to

the Teamsters Local Union No. 879 Union Advancement Fund. A separate cheque will be issued for these monies to the Teamsters Local Union No. 879 Union Advancement Fund and will be sent to the Local Union at the same time as the monthly dues and check-off lists are remitted.

ARTICLE 3 - DISCRIMINATION

- 3.1 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced, on account of membership or non-membership in any labour organization.

ARTICLE 4 - STEWARD

- 4.1 The Union shall inform the Company in writing of the names of the Stewards and of any subsequent changes in the names of the Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 4.2 Providing it is consistent with management's obligation to main an efficient working force, in the event of a shortage of work that necessitates a lay-off, the Steward shall be retained in the work force and shall be the last man laid-off in his classification, and the first man recalled in his classification providing he is qualified to perform the available work.
- 4.3 It shall be the Steward's duty to process grievances as outlined in Article 5 of this Agreement. The Steward's duty shall in no way conflict with his duties to his Employer and he shall be held responsible for the same quantity and

quality of work as other employees. The Company will compensate the Steward at his regular rate of pay for all regular hours spent in processing grievances in Step 2 of the grievance procedure.

- 4.4 Should there be any cause to discharge a Steward; the Employer shall in every case notify the Local Union in writing so that the Local Union is in receipt of such notification before such discipline or discharge. However, the Company reserves the right to insist that a Steward leave the premises.
- 4.5 Upon request made to the Employer or his designated representative, an accredited Union official will be granted access to the Employer's premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.

ARTICLE 5 - GRIEVANCE PROCEDURE & ARBITRATION

- 5.1 The Union shall have the right to appoint or elect a reasonable number of Stewards to assist employees in presenting their grievance to the Employer, and supervise the administration of this Agreement.
- 5.2 Any differences, disputes or complaints arising over the interpretations or application of this Agreement shall be submitted in writing in triplicate on forms supplied by the Union and signed by the employee. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Step 1 - By a conference between the aggrieved employee and his immediate supervisor. The employee

may be accompanied by his Steward. The foreman shall give his decision within two (2) full working days.

Failing settlement, then

Step 2 - Within five (5) full working days following the decision in Step 1, the Steward and the grievor shall meet with the Equipment Manager, at which time a written record of the grievance shall be presented. The Equipment Manager shall give his decision in writing within two (2) full working days.

Failing settlement, then

Step 3 - Within ten (10) full working days following the decision in Step 2, an official or officials of the Union shall meet with representatives of the Employer. The decision shall be given in writing within five (5) full working days following this meeting.

- 5.3 Failing a settlement under Step 3 of any difference between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, prior to proceeding to arbitration the parties may agree to utilize the services of a Grievance Mediator (formerly a G.S.O.) as hereinafter provided. If no written request for a Grievance Mediator or Arbitration is received within ten (10) full working days after the decision in Step 3 is given, it shall be deemed to have been abandoned.
- 5.4 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 its occurrence.

- 5.5 (a) Any grievance concerning a suspension of an employee shall be originated under Step 2.
- (b) Any grievance concerning a discharge of an employee shall be originated under Step 3.
- (c) Any complaint or grievance concerning or affecting a group of employees shall be originated under step 3.
- 5.6 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step 3.
- 5.7 A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within five (5) working days after the discharge is effected. Such special grievance may be settled under the dispute procedure by:
- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable.
- 5.8 Failing settlement in the above-cited procedures, the matter will be referred to arbitration. Arbitration proceedings will be initiated within ten (10) working days following completion of the meeting with the Labour Relations Consultant (settlement officer). A sole arbitrator will be utilized and must be mutually agreed upon by the Company and Union within ten (10) working days. Should the parties fail to agree on the sole arbitrator, a request for

selection of an Arbitrator will be made to the Provincial Ministry of Labour.

- 5.9 No person may be appointed as a Grievance Mediator or as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 5.10 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure.
- 5.11 The sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.
- 5.12 Arbitration proceedings will be expedited by the parties hereto, and the decision of the Arbitrator will be final and binding upon the parties hereto and the employees concerned.
- 5.13 Each of the parties hereto will bear the expenses and fees of the Grievance Mediator and the Arbitrator.

ARTICLE 6 - SENIORITY

- 6.1 The purpose of seniority regulations is to provide a policy governing lay-offs and rehiring. In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off", insofar as it is consistent with management's obligation to maintain an efficient working force as set out in Article 6.2. Following a lay-off, rehiring shall be executed conversely to the outlined lay-off procedure.

- 6.2 In all lay-offs the Company shall consider seniority, qualifications, and where the qualifications are relatively equal; the employee's seniority shall be the determining factor.
- 6.3 Employees shall be considered probationary until placed on the seniority list. After forty-five (45) days worked days from the date of employment, the employees shall be placed on the seniority list, dated according to the date of his employment. If because of sickness or accident, the employee is off work after having been placed on the seniority list, for purposes of seniority rating, he shall be listed according to his date of employment.
- 6.4 Those promoted to supervisory positions, or those positions not subject to this Agreement will retain their seniority after promotion and, if demoted for any reason or if they voluntarily request reinstatement to their former position in the bargaining unit within a twelve (12) month period, the time served in the supervisory position shall be included in their seniority rating. Such employees shall forfeit any and all recourse to the grievance procedure as outlined in the Agreement should they be subsequently discharged in such a position beyond the jurisdiction of this Agreement. If an employee is promoted to a supervisory position and such supervisory position is subsequently abolished, such an employee may revert to the bargaining unit with the seniority he had at the time of transfer to the supervisory job plus the time spent on such job.
- 6.5 Seniority once established for an employee shall be forfeited under the following conditions:
- (a) if he voluntarily quits.

- (b) if he is discharged for cause and not reinstated through the grievance procedure.
- (c) if he fails to report for duty after a lay-off unless he furnishes a reason acceptable to the Company, or if eighteen (18) months have elapsed from the date of his lay-off. When calling an employee after a lay-off, he shall be notified by registered mail and allowed seven (7) days to report to work. Such an employee may not grieve as to work assigned prior to his reporting for work.
- (d) failure to report for work on the next scheduled day following the expiration of a leave of absence unless he furnishes a reason acceptable to the Company.

6.6 Leaves of Absence not to exceed two (2) weeks may be granted by the Company. Leaves of absence in excess of two (2) weeks will not be granted except for compelling reasons and only upon written request to the Company with a copy to the Union. Should an employee accept other employment while on leave of absence (except by mutual agreement), he shall be terminated. Employees who are granted leave of absence from one date to another shall not exercise their seniority until such leave is expended.

Any employee will be granted a leave of absence of up to fifteen (15) years to work in the capacity of a business representative of the Union.

6.7 Job vacancies shall be posted for three (3) working days. In considering applications for such vacancies the Company shall consider seniority and qualifications and where qualifications are relatively equal the employee's seniority shall be the determining factor. The successful

bidder who qualifies shall be placed on the job within three (3) working days of the posted bid. Employees absent because of holidays, sickness or accident will be allowed to bid on return to work.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.1 During the term of this Agreement the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.
- 7.2 The words "strike" and "lockout" in the Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act.
- 7.3 The Company will not require its employees to cross any picket line that has been established in accordance with the provisions of the Ontario Labour Relations Act.

ARTICLE 8 - EQUIPMENT

- 8.1 It is to the mutual advantage of both the Company and the employee that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with Provincial regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of the Company.

- 8.2 It is agreed between the Company and the Union, having regard for safety and drivers' health factor covered by this Agreement shall have adequate heaters, windshield wipers, windshield washers, and defrosters installed. All new service equipment will be equipped with air conditioning. The Company will pay for all repairs and maintenance on CB co-ax cable and antennae.
- 8.3 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.
- 8.4 It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies so that one can be available for the driver so that the office of the Company will have a copy of this report on file. When such form is given to the office the driver will pick up an "Under Repair Tag" and place it on the truck, such tag to be removed by the mechanic when the equipment is repaired.
- 8.5 Employees shall report immediately, in complete detail, all accidents, including the names and addresses of all witnesses to the accident.
- 8.6 No driver shall be permitted to allow anyone except employees of the Company who are on duty or other truck drivers broken down on the highway to ride on his truck except by written authorization of the Employer.
- 8.7 Employees shall report immediately to the Employer all loss, damage, or shortage of merchandise or equipment, together with written statement of the cause thereof.

ARTICLE 9 - BULLETIN BOARDS

9.1 The Company agrees to permit posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose.

The Union agrees to submit such notices to management before posting.

ARTICLE 10 - MEDICAL EXAMINATIONS

10.1 Any medical examination requested by the Employer shall be promptly complied with by all employees; provided, however, that the Employer pays for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

10.2 When a medical examination is required by the Company or by government legislation, the following conditions shall apply:

- (a) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved, and thus not lose any pay as a result of his taking a medical examination.
- (b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases, receive at least three (3) days notice, prior to the appointment with the doctor.

- (c) In all cases, employees shall be supplied a copy of the medical report.
- (d) An employee who takes a medical examination requested by government legislation, during his normal working hours shall be paid for the time involved up to a maximum of two (2) hours.

**ARTICLE 11 - EXTRA CONTRACT AGREEMENTS WORKING
CONDITIONS**

- 11.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.
- 11.2 When new types of equipment or classifications for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such agreement and the rate as determined shall be applied thirty-one (31) days after the equipment is put into use or as of a date agreed upon by the parties in negotiations. When making his award, the Arbitrator shall take into account only the rates in this Agreement.
- 11.3 Employees shall be entitled to a fifteen (15) minute break in the forenoon and afternoon at a reasonable time given by authority, however, truck drivers shall not stop for same while trucks are loaded unless on a job site where coffee breaks are being taken at the time. Truck drivers will be allowed to stop when trucks are unloaded if permission has been granted by the truck foreman or dispatcher.

More than two (2) trucks stopped at the same establishment will be a violation of this Agreement, except when other arrangements have been made between the Company and the Union. Employees will be penalized for any violation of this clause under Rules and Regulations - Driving Behavior (g) – page 39.

The Stewards and Business Representative of the Union shall assist in eliminating abuses of the aforementioned should such occur.

- 11.4 Company rules and regulations, governing the conduct of the employees, as outlined in attached Schedule A, will be observed by all employees, violation of which will be cause for discipline or discharge. The Company reserves the right to make new rules, amend and/or alter present rules, said changes to be forthwith communicated to the Union and Stewards in order that the Union may have the opportunity to protest if it believes that such rule or regulation is inconsistent with the provisions of this Agreement. Nothing in the foregoing shall preclude the right of the Union to process such protest through the grievance procedure.
- 11.5 Lunch period shall be taken at a time designated by the Company between 11:30 a.m. to 1:30 p.m. unless an emergency interferes, in which event the lunch period will be given as soon as possible thereafter. Where possible, operators will be instructed to load Company trucks on a continuous basis, enabling drivers to work through a lunch break.
- 11.6 When the Company requires employees to take courses to increase their knowledge the employees will be paid for time lost if course is taken during working hours.

- 11.7 When hiring trucks the Company will give preference to other companies with contractual relations with the Teamsters Union provided they have suitable equipment available.

ARTICLE 12 - WORK PREFERENCE

- 12.1 Being consistent with provisions of Article 6, senior employees shall be given first opportunity to perform regular work available during normal five (5) day operation.
- 12.2 Allocation of overtime will be based on qualification, then seniority, then availability.
- 12.3 Employees within their classification will rotate shift work in accordance with requirements and past Company policy. Shifts will not be changed in mid-week except in emergencies.

ARTICLE 13 - WAGES AND EXISTING PRIVILEGES

- 13.1 This Agreement will in no way be construed to effect a reduction of wages or existing privileges of the employees.
- 13.2 It is agreed that all employees shall be paid according to the following schedule:

CLASSIFICATIONS	Jan 1/21	Jan 1/22	Jan 1/23
Tractor Trailer	\$32.44	\$33.44	\$34.44
Float Driver (<i>qualified to load & unload equipment</i>)	\$34.06	\$35.06	\$36.06
Truck Driver (<i>tandem, fuel tri-axle and service</i>)	\$32.31	\$33.31	\$34.31

- 13.3 Employees temporarily assigned to higher rated jobs shall receive the higher rate while occupying such jobs.
- 13.4 Employees temporarily assigned to lower rated jobs shall not have their rate reduced for a period of one (1) week, thereafter they shall receive the rate of the job to which assigned unless work on their regular job is available to them.
- 13.5 Effective January 1st, 2000, a shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be added to the payment of hours worked by an employee while he is assigned to any shift commencing 12:00 p.m. noon or after.
- 13.6 The Company will provide an allowance as indicated below per year towards the purchase of government approved safety boots to those employees who have six (6) or more month seniority with the Company.
- Effective January 1, 2021- \$400.00 per year (with receipt)**
- 13.7 The Company will pay one bargaining unit employee for all time lost during contract negotiations.

- 13.8 The Company will provide three (3) pairs of insulated overalls for all shop employees who request same. Company will provide two (2) coveralls, two (2) safety shirts and one (1) Jacket.

The Company will provide pants & shirts or regular coveralls for shop employees, at employee option.

ARTICLE 14 - HOURS OF WORK & WORK WEEK

- 14.1 The work week shall commence at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.
- The standard hours of work for Drivers will be fifty (50) hours per week.
- Overtime at the rate of time and one-half the regular hourly rate will be paid for hours worked in excess of the employee's standard hours of work.
- 14.2 Employees will be paid overtime at the rate of one and one-half (1-½) times the regular hourly rate for hours worked in excess of (10) hours per day Monday through Friday. There will be no duplication of overtime.
- 14.3 All employees covered by this Agreement (except Friday night shift employees) will be paid overtime at the rate of one and one-half (1-½) times the regular hourly rate for all hours worked on Saturday. Friday night shift employees will be paid at their regular straight time rate for hours worked through Saturday
- 14.4 All employees covered by this Agreement will be paid overtime at the rate of double (2x) the regular hourly rate for all hours worked on Sunday.

- 14.5 When employees are required to work on a Saturday, employees will be asked in order of seniority, if sufficient senior employees are not available or unwilling to work, the complement will be filled in reverse order of seniority from among those who have worked that week.

ARTICLE 15 - TRAVEL ALLOWANCE

- 15.1 If the Company requires an employee to be out-of-town overnight and when sleeping trailers are available, the Company will pay up to thirty-five dollars (\$35.00) per day for meals.
- 15.2 If sleeping trailers are not available the Company will endeavor to supply reasonable accommodation or pay for room and board as follows:
- Up to a maximum of seventy-five dollars (\$75.00) per working day;
 - Receipts must be presented for reimbursement.
- 15.3 If the Company requires truck drivers to drive their own cars to job sites, the following allowance will be provided from the Company's yard:

Up to 30 km - nil

Over 30 km - twenty-five (25) cents per km both ways to driver of car.

If a job site is more than 75 km from City Hall - Burlington and it is agreeable to both parties, the Company will pay 15.2 as an alternative to mileage.

ARTICLE 16 - REPORTING TIME

- 16.1 Employees will be guaranteed four times (4x) their applicable hourly rate of pay on any day they are required to work and so report. It is understood that employees will be required to work if work is available.

ARTICLE 17 - INCLEMENT WEATHER

- 17.1 Employees who report for work, unless directed not to report, and for whom no work is available due to inclement weather, will receive a minimum of four times (4x) their regular hourly rate of pay. The employee must remain on the job for two (2) hours after his designated starting time if requested to do so by the foreman. If the employee commences work and works for more than one (1) hour he shall receive a minimum of four (4) hours at his regular hourly rate.

ARTICLE 18 - VACATIONS WITH PAY

- 18.1 Each employee covered by this Agreement shall be entitled to vacation payment in the amount of four percent (4%) of the wages earned by him in the twelve (12) month period ending June 30th in each year of this contract.
- 18.2 Each employee with five (5) years or more service with the Company shall be entitled to vacation payment in the amount of six percent (6%) of wages earned and will be entitled to three (3) weeks vacation.
- 18.3 Each employee with ten (10) years or more service with the Company shall be entitled to vacation payment in the

amount of eight percent (8%) of wages earned and will be entitled to four (4) weeks vacation.

- 18.4 Each employee with fifteen (15) years or more service with the Company shall be entitled to vacation payment in the amount of ten percent (10%) of wages earned and will be entitled to five (5) weeks vacation.
- 18.5(a) Each employee with twenty-five (25) years or more service with the Company shall be entitled to vacation payment in the amount of twelve percent (12%) of wages earned and will be entitled to six (6) weeks vacation.
- (b) Each employee with thirty (30) or more service with the Company shall be entitled to vacation payment in the amount of twelve percent (12%) of wages earned and will be entitled to six (6) weeks vacation plus one (1) day vacation per year after thirty (30) years of service.

Agree to pay out vacation pay quarterly and after thirty (30) years of service. Vacation day will be paid but not taken.

- 18.6 Senior employees shall have preference to holiday schedule. Employees will be required to indicate their preference on a list which shall be posted on April 1st of each year.

On May 1st the Company will remove such list and prepare the final vacation schedule and post same not later than May 15th onto the bulletin board. Once this schedule has been posted employees shall be bound accordingly. Those eligible for vacation may or may not at the discretion of the Company have the third and/or fourth week of vacation consecutive to the first two weeks.

The Company shall allow employees entitled to more than two (2) weeks to take such holiday together during the period December 20th to March 15th the following year according to seniority.

- 18.7 Vacations must be taken yearly. They cannot be accumulated however, employees who have been on lay-off or sick leave, for one (1) month or more, shall not be compelled to take holidays.
- 18.8 If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated vacation credits calculated from the previous July 1st. The foregoing will not apply to laid off employees.

ARTICLE 19 - PAID HOLIDAYS

- 19.1 The following shall be paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Day before Christmas
Christmas Day	Boxing Day
Family Day	

- 19.2 Employees who have completed their probationary period and who are available for work and work as required on the normal shift preceding and following a paid holiday shall be paid for such holiday at the rate of ten (10) times their classified rate of pay.

An employee who has not worked within the twenty-five (25) days immediately prior to the holiday will not be entitled to holiday pay. An employee who is recalled to

work during the week in which a paid holiday occurs will be paid for the holiday.

- 19.3 If an employee is required to work on any of the above paid holidays, he shall be paid for such work at the rate of time and one-half (1½) his regular classified rate in addition to his pay for the holiday 10 hours.
- 19.4 When one of the holidays listed in article 19.1 hereof falls on a Sunday, the day proclaimed to be the holiday shall be the day observed and paid.
- 19.5 When a paid holiday falls within an employee's approved vacation period, he shall be paid for the holiday.

ARTICLE 20 - WELFARE PLAN

- 20.1 The Company shall, at its sole expense, maintain a Group Insurance Program for employees covered by this Agreement. The types and amounts of coverage are listed hereunder. Insurance companies' brochures outlining details of the plan will be furnished to the employees and the Union.

For Employees

1. **Life Insurance** - \$55,000.00
2. **Accidental Death & Dismemberment** - \$55,000.00
(24 hours)
3. **Weekly Continuance of Income – Benefits**
 - Insurance equivalent of Employment Insurance maximum

- 1st day in case of non-occupational injury or hospital
- 4th day in case of non-occupational sickness
- Maximum coverage - 26 weeks

All U.I.C. rebates accrue to Employer.

For Employees and Eligible Dependents

4. **Hospital Expense Benefits** - coverage as per the Ontario Health Insurance Plan - basic
5. **Medical Expense Benefits** - coverage as provided by the Ontario Health Insurance Plan. Company to provide Drug Card.

Massage Therapy - \$600.00 per year (with receipt)

Orthotics - \$400.00 for 3 years

6. **Major Medical Insurance** - maximum per person \$22,000.00. The Major Medical Plan to include prescribed drugs, ambulance service, hospital room supplement (difference between semi-private room and standard ward coverage), and any other prescribed medical services not covered by the Provincial Plan. \$10.00 deductible per person per year; maximum deductible of \$10.00 per family per year. 100% coverage.
7. **Vision Benefits**
Vision - \$ 400 maximum every 24 months for prescription eyeglasses, contacts, or elective laser vision.
Eye Exams: Once per calendar year

Prescription Safety Glasses: \$250 maximum every 24 months (with receipt) submitted to the company for reimbursement.

8. **Dental Plan** - coverage equivalent to Blue Cross Plan Number 7 with Number 1 Rider and 100% Number 2 Rider - effective schedule. Orthodontics - \$1,000.00 under 18 lifetime 50% co-insurance. Crowns Major Restorative benefits at 60% co-insurance. O.D.A. kept current. \$1,500 cap.

9. **Long-Term Disability**

- Effective January 1, 2006, a payment of \$1,900.00 per month maximum from illness to age 65 - for any new ailments. Terms and conditions as outlined in the Insurance Company brochure.

Eligible Employees

All full-time employees will become insured on the working day after the completion of three (3) months continuous employment. However, to become insured you must be actively at work as a full-time employee.

If you are not actively at work you will become insured on your return to work. You must, however, complete the required form before becoming insured.

Termination of Employment

All insurance is cancelled upon termination of employment except as indicated under Lay-Off.

Absence Due to Lay-Off or Sickness

In the event of lay-off, the benefits, other than weekly continuance of income, will be continued in force for a

period not to exceed three (3) months from the day of lay-off for any employee covered at the date of lay-off.

If an employee works for any period in a month during lay-off, he will receive benefits for one (1) additional month.

However, employees (on leave of absence, on extended lay-off) have the right to maintain all benefits except weekly indemnity in force for seven (7) months by paying the full premium.

On recall after lay-off, coverage will become effective on the first (1st) day of the next month.

In the event of absence due to sickness or accident, coverage will be continued for ten (10) months. After such ten (10) months, coverage except Weekly Indemnity may be continued by the employee paying full premiums for twelve additional months.

Weekly Indemnity Benefits

This benefit helps to replace in part the wages lost when unable to work because of sickness or accident. Benefits are payable from the first (1st) day of absence due to accident or in the hospital, and from the fourth (4th) day of absence due to illness up to a maximum of twenty-six (26) weeks during any one period of disability.

ARTICLE 21 - BEREAVEMENT

- 21.1 In the event of a death of a member of an employee's immediate family, the employee will be given three (3) working days off with pay at the applicable straight time rate. If more time is required for any reason relating to the death or for attendance at a memorial service, payment of

one (1) day will be paid providing the previously noted three (3) days have not been paid.

The term "member of employee's immediate family" is defined to mean spouse, child, step-child, parent, foster-parent, step-parent, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law and spouse's grandparent(s).

ARTICLE 22 - JURY DUTY

22.1 Any employee who is required to serve on a jury or as a crown witness shall be paid the difference between the amount paid for such service and his normal pay, computed at his normal hourly rate for regular hours lost from work subject to the following provisions:

- (a) Employees must notify the Company immediately upon receipt of notice of selection for jury duty;
- (b) Any employees called for jury duty and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked on his shift; and,
- (c) The employee must furnish a written statement from the proper public official, showing the date and time served and the amount of pay received.

ARTICLE 23 - PENSION PLAN

23.1 Benefit effective January 1st, 1999, twenty-eight (\$28.00) per month, per year of credited service from January 1, 1999.

- 23.2 The new pension plan will be established by September 2000. This will be clarified during the period to set up the 4% deduction and 4% Company contribution. The current pension program will continue to September 2000 and benefits will be based on the period until change over to new pension in September 2000.

ARTICLE 24 - GENERAL

- 24.1 Employees required to perform service work off-site, for safety purposes, will be supplied with a cell phone at no cost to the employee and/or an assistant. Unrestricted phones.
- 24.2 Company will implement Direct Deposit for payroll.
- 24.3 Any negative disciplinary notations on an employee's file will not be used against the employee provided nothing of a disciplinary nature has been placed in the employee's file for a twenty-four (24) month period.
- 24.4 Cell phone dedicated to each truck or to be given to on-call person.

ARTICLE 25 - DURATION OF AGREEMENT

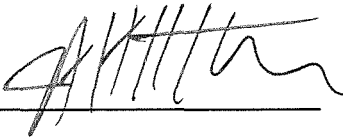
- 25.1 The term of this Agreement shall become effective **January 1st, 2021** and shall continue in effect through **December 31st, 2023** and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement.


- 25.2 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph unless otherwise agreed between the parties.
- 25.3 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until conciliation proceedings prescribed under the Ontario Labour Relations Act, 1960, have been completed, whichever date should first occur.

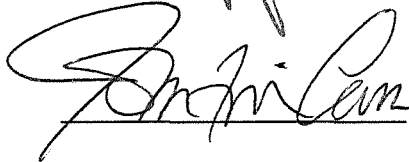
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 6 day of April 2009.

FOR KING PAVING & CONSTRUCTION LTD.

FOR TEAMSTERS LOCAL UNION NO. 879









SCHEDULE "A"

RULES AND REGULATIONS

CONDUCT AND BEHAVIOUR

General

In order to advise you on what the company expects in respect of attitude and conduct, this set of rules and regulations has been drawn up for your guidance.

These rules and regulations have been formulated without prejudice to the right of the company to institute additional rules and regulations or to amend or cancel any herein stated.

It is not intended this set of rules and regulations cover every contingency, consequently where a subject is not dealt with specifically, common sense, good judgment and fairness must be exercised by all concerned.

All employees are hired on a probationary basis pending satisfactory outcome of investigations on work records and personal history.

The Company will not be held responsible to find employment for drivers whose Chauffeur's license has been suspended or revoked for any reason.

Complete observance of the laws and by-laws, penalties for infractions thereof shall be the full responsibility of the driver or operator except in cases where he has been given specific instructions in writing to the contrary, by a member of management.

Vehicle Accidents

Accidents for which the employee is at fault or for which his actions or lack of action 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, and frequency of accidents in which the driver has been at fault.

Failure to report all such accidents immediately to his superior may result in dismissal.

Personal Injuries

Any employee who suffers a person injury shall report immediately for treatment. Failure to do so may result in disciplinary action ranging from reprimand to dismissal.

Equipment

- (a) Excessive idling of equipment where written instructions have been issued:

- 1st offense - reprimand
- 2nd offense - 2 to 3 day suspension
- 3rd offense - one week suspension
- 4th offense - subject to discharge.

- (b) Failure to ensure that all vehicle and power equipment is properly serviced for gas, oil and water, and that all tire pressures are checked before leaving the yard:

- 1st offense - reprimand
- 2nd offense - 3 day suspension
- 3rd offense - subject to discharge

(c) Failure to keep cab interior, windshield tail lights and license plates clean and in good appearance:

- 1st offense - reprimand
- 2nd offense - 2 to 3 day suspension
- 3rd offense - one week suspension
- 4th offense - subject to discharge

(d) Failure to report mechanical defects in equipment on forms supplied by the Company

- 1st offense - reprimand
- 2nd offense - one day's suspension
- 3rd offense - subject to discharge

(e) Failure to ensure that brakes, lights, steering, flares, turn indicators, windshield wipers and tires are in good condition:

- 1st offense - reprimand to 3 days suspension
- 2nd offense - one week suspension
- 3rd offense - subject to discharge

(f) Failure to secure tarpaulin to cargo and make certain tarpaulin used is in good condition:

- 1st offense - reprimand
- 2nd offense - suspension of one day
- 3rd offense - subject to one day to one week
- 4th offense - subject to discharge

(g) Failure to secure load to vehicle:

- 1st offense - reprimand to 3 days suspension
- 2nd offense - suspension of one week
- 3rd offense - subject to discharge

- (h) Failure to ensure that units are properly hooked up, safety pin engaged and trailer supports fully raised or removed:
- 1st offense - 2 to 3 day suspension
 - 2nd offense - one week suspension
 - 3rd offense - subject to discharge
- (i) Unauthorized use of vehicles or equipment without written permission:
- 1st offense - subject to discharge
- (j) Mishandling or abuse of Company equipment or property:
- 1st offense - reprimand to one week suspension
 - 2nd offense - subject to discharge

Conduct and Behaviour

- (a) Use or possession of narcotics, drinking or possession of alcoholic beverages while on duty or on company property:
- 1st offense - subject to discharge
- (b) Reporting for duty while under the influence of narcotics or an intoxicant:
- 1st offense - subject to discharge
- (c) Theft or dishonesty or willful damage of company property proven by the Company:
- 1st offense - immediate discharge
- (d) Discourtesy to customers of the general public (personal contact or conversation):

- 1st offense - reprimand to one week suspension
- 2nd offense - subject to discharge

(e) Failure to obey instructions through insubordination:

- 1st offense - reprimand to one week suspension
(depending on circumstances)
- 2nd offense - subject to discharge

(f) Failure to load or unload properly or mishandling of materials:

- 1st offense - reprimand to one week suspension
- 2nd offense - subject to discharge

(g) Operating motor equipment of vehicles in yard, in a dangerous manner:

- 1st offense - reprimand
- 2nd offense - 3 day suspension
- 3rd offense - discharge

(i) Standing directly under overhead loads:

- 1st offense - reprimand
- 2nd offense - one week suspension
- 3rd offense - subject to discharge

(j) Oiling and greasing moving machinery except where safety devices permit:

- 1st offense - 3 day suspension
- 2nd offense - one week suspension
- 3rd offense - subject to discharge

- (k) Failure to return to shop small tools, jacks, pullers, etc., to their designated storage space after use:
- 1st offense - reprimand
 - 2nd offense - reprimand and subject to 2 day suspension
 - 3rd offense - subject to 3 day suspension
 - 4th offense - 3 day suspension, and subject to discharge
- (l) Failure to leave grease pit, work areas, etc., in clean and safe condition after use:
- 1st offense - reprimand
 - 2nd offense - 2 day suspension
 - 3rd offense - 3 day suspension
 - 4th offense - 5 day suspension
 - 5th offense - discharge
- (m) Operating vehicles without required permits and/or insurance documents unless otherwise instructed.
- 1st offense - payment of 50% of fine imposed
 - 2nd offense - payment of fine imposed
 - 3rd offense - subject to discharge

Reports

- (a) Punching another employee's time card:
- 1st offense - subject to discharge
- (b) Falsification of time cards or trip reports:
- 1st offense - immediate discharge

- (c) Failure to report to the supervisor or foreman at specified time when required to do so without a reasonable explanation:

1st offense - reprimand
 2nd offense - subject to 3 day suspension
 Subsequent offense - subject to discharge

- (d) Failure to report mileage daily as instructed

1st offense - reprimand
 2nd offense - 2 day suspension
 3rd offense - one week suspension
 4th offense - subject to discharge

Driving Behaviour

- (a) Failure to follow routing as designed or instructed except official traffic detours or acceptable explanation:

1st offense - reprimand to 3 day suspension
 2nd offense - subject to discharge

- (b) Driving in excess of legal speed limits or as otherwise instructed:

1st offense - reprimand *
 2nd offense - 2 to 3 day suspension *
 3rd offense - one week suspension *
 4th offense - subject to discharge *

**Depending on circumstances*

- (c) Unnecessary delays while operating vehicles where employee is at fault:

1st offense - reprimand
 2nd offense - subject to one week suspension
 3rd offense - subject to discharge

- (d) "Tailgating" - following too closely to vehicle in front except when passing a slow moving vehicle:
 - 1st offense - reprimand to one week suspension
 - 2nd offense - subject to discharge

- (e) Permitting other than employees of the employer to ride in or on a Company vehicle:
 - 1st offense - 3 day suspension
 - 2nd offense - discharge

- (f) Careless or reckless operation of equipment or diving of vehicles or when charged by a law officer and convicted:
 - 1st offense - subject to discharge

- (g) Unauthorized stopovers for personal reasons while going to or from the point of delivery. Subject to Article 11.4:
 - 1st offense - reprimand
 - 2nd offense - one day suspension
 - 3rd offense - subject to discharge

- (h) Failure to stop at railroad crossings where visibility is obstructed or there is any possibility whatsoever of insufficient clearance except for mechanical failure:
 - 1st offense - one week suspension
 - 2nd offense - discharge

- (i) Changing gears while crossing railroad tracks:
 - 1st offense - reprimand

- 2nd offense - 2 day suspension
- 3rd offense - one week suspension
- 4th offense - subject to discharge

(j) Units equipped with tachographs must not be operated without a card in the tachograph:

- 1st offense - reprimand
- 2nd offense - 2 to 3 day suspension
- 3rd offense - subject to discharge

(k) Trucks being parked for authorized stops on route must comply with the following procedure:

- (1) Motors must be shut off.
- (2) Trucks are to be left in gear, with the emergency brake set, ignition key removed and front wheels turned against the curb where possible. According to M.T.C. or Department of transport regulations.
- (3) Parked trucks left in a public place and unattended shall be locked up to prevent tampering.
- (4) Trucks parked along the shoulder of highway due to breakdown or emergency shall have safety flares set out 100 ft. to the front and rear. Drivers are to ensure flares are on the vehicle and in good condition at all times and are to report to the foreman if this is not so.

Failure to observe these regulations:

- 1st offense - reprimand
- 2nd offense - 1 to 3 day suspension
- 3rd offense - subject to discharge

Attendance

- (a) Absence for three (3) successive working days without notification to supervisor or foreman will be considered as an employee quitting voluntarily.
- (b) Failure to notify the Company not less than one (1) hour before regular starting time when unable to report for work without a reasonable explanation:
 - 1st offense - reprimand
 - 2nd offense - 1 to 3 suspensions
 - Subsequent offense - subject to discharge
- (c) Reporting late for work without reasonable explanation:
 - 1st offense - reprimand
 - 2nd offense - 2 to 3 day suspension
 - 3rd offense - one week suspension
 - 4th offense - subject to discharge
- (d) Failure to report for work unless otherwise instructed:
 - 1st offense - reprimand
 - 2nd offense - 2 day suspension
 - 3rd offense - discharge
- (e) Any employee absent due to illness must provide substantiating evidence to the management when required.

Protective Clothing and Equipment

- (a) Failure to wear protective clothing and equipment or to use safety devices as instructed:
 - 1st offense - 3 day suspension

- 2nd offense - one week suspension
- 3rd offense - subject to discharge

- (b) Employees working on moving machinery shall not wear loose clothing that may get caught in the moving parts:

- 1st offense - reprimand
- 2nd offense - one day suspension
- Repeated offenses - subject to discharge

- (c) Outer shirts, long trousers, and stout leather boots or shoes will be worn at all times except during inclement weather when suitable waterproof footwear will be worn.

- 1st offense - reprimand
- 2nd offense - 2 day suspension
- 3rd offense - one week suspension

- (d) Smoking is not permitted while dispensing or carrying gasoline or other flammable liquids or where these liquids are stored or in “**NO SMOKING**” areas:

- 1st offense - reprimand to 3 day suspension
- 2nd offense - subject to discharge

- (e) Failure to have a fire extinguisher in the immediate vicinity when welding or cutting equipment is in use:

- 1st offense - 3 day suspension
- 2nd offense - subject to discharge

- (f) All fire extinguishers must be checked by the drivers once a week to ensure that they are full and in good operating condition. Any defects are to be reported immediately and the fire extinguisher exchanged for one in good operating condition. Failure to comply:

- 1st offense - reprimand
- 2nd offense - 3 day suspension
- 3rd offense - subject to discharge

(g) All first aid treatment and first aid supplies used must be recorded in first aid book provided in each unit:

- 1st offense - reprimand
- 2nd offense - 2 day suspension
- Subsequent offenses - one week off

Workmanship

Failure to perform his or her duties to minimum standards set by the Company or as per OHSAR Book will result in:

- One verbal warning
- One written warning
- One day suspension
- Three days suspension
- Discharge

MISCELLANEOUS

The record of a violation shall be removed from the employee's file two years subsequent to the date of the specific offense.

The loss of a driver's license for not more than twenty-four (24) months shall not in itself be a violation of any of the rules and regulations contained herein or result in the loss of seniority.

If a license is lost for twenty-four (24) months, the driver shall be allowed an extra one (1) month to obtain and complete the necessary application for re-instatement.

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