

**COLLECTIVE AGREEMENT**

BETWEEN:

**NORM CAMPBELL CONSTRUCTION**

- and -

**TEAMSTERS LOCAL UNION NO. 879**

Affiliated with the  
**International Brotherhood of Teamsters**

May 1, 2020 to April 30, 2025

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- and -

**TEAMSTERS LOCAL UNION NO. 879**

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### ARTICLE 1 - INTENT AND PURPOSE

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

### ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the collective bargaining agent for all its truck drivers engaged in construction projects within the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foreman.

### ARTICLE 3 - HIRING

- 3.01 The Employer agrees to employ as Teamsters only members of the Union supplied by the Union on request by the Employer. However if the Union is unable to supply the employees requested within three (3) working days, then the Employer may hire such employees from any available source. The Employer agrees that these employees must become members of the Union within fifteen (15) calendar days of hiring.
- 3.02 Employees will have twelve (12) month recall rights from time of lay-off.

### ARTICLE 4 - DUES

- 4.01 Each *employee, Owner Operator/Broker* will sign a Union dues authorization form and submit same to the Employer authorizing such deduction.

- 4.02 New employees shall make application for membership in the Union at the time of hiring and shall remain members of the Union in good standing as a condition of employment upon completion of their probationary period. 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 dues and initiation fees are not in arrears.
- 4.03 All employees hired shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's Initiation fees.
- 4.04 The Company shall deduct weekly Union dues (*bi-weekly at twice the weekly dues, if applicable*) from each *employee's* pay under the formula as prescribed by the Local Union, and shall remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15<sup>th</sup>) of the succeeding 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 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 (*or the equivalent of his/her weeks of employment with the Company*).
- 4.05 Brokers / Owner Operators will pay an initiation fee and flat rate monthly dues as instructed by the Local Union.
- 4.06 The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the Union dues as provided for above.
- 4.07 The Company shall show the yearly Union dues deductions on employees' T4 slips.
- 4.08 All remittances to the Union to include names and social insurance numbers of employees from whom such monies were deducted.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 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, lay-off, 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.
- 5.02 Brokers and/or hired truck operators or owners shall as a condition of employment become members of the Union on the date of hire. They shall pay Initiation Fees and monthly Union dues in the amount specified by the Secretary-Treasurer of the Union. The Broker and/or hired truck operator or owner shall not be covered for any benefits covered in this Collective Agreement except where the Broker, hired truck operator or owner is paid separately for the hours worked and is placed on the Company payroll as an employee and is paid on a separate cheque for the hire of his equipment.

#### **ARTICLE 6 - STEWARDS**

- 6.01 The Employer agrees that the Union shall have the right to appoint or elect a Steward and an Alternate Steward who may substitute when the regular Steward is not available. The Union shall advise the Employer in writing of the appointment or election of this Steward and the Alternate and will likewise advise when changes occur.
- 6.02 It is understood that a Steward's duties shall in no way conflict with his duties to the Employer and that he shall be held responsible for the same quantity and quality of work as other employees.
- 6.03 The Employer agrees to retain the Steward until the end of the job, provided there is work available for which he is qualified; otherwise, the Business Representative of the Union will be notified in time to appoint a successor. The Steward is to be the last man laid off and the first to be recalled, provided he meets the requirements and is fully qualified.
- 6.04 The Employer agrees to notify the Union in writing within two (2) working days from the date a Steward is suspended or discharged.
- 6.05 The Employer agrees that should the Steward be involved in settling grievances during working hours, he shall be paid for the time involved.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 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 have been violated. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

**STEP NO. 1** - By a conference between the aggrieved employee and his immediate

superior, the employee may be accompanied by his Steward and the employees immediate superior shall give his decision within two (2) full working days.

Failing settlement, then:

**STEP NO. 2** - Within ten (10) full working days following the decision in Step No. 1, an official or officials of the Union shall meet with the representatives 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.

- 7.02 Failing settlement under Step No. 2 of any difference between the alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the parties agree to utilize the services of a Labour Relations Consultant (formerly referred to as a G.S.O.).
- 7.03 Failing settlement in the above-cited procedures the matter will be referred to arbitration.
- 7.04 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.
- 7.05 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step No. 2.
- 7.06 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step No. 2.
- 7.07 A claim by an employee that he has been unjustly discharged, suspended or laid off shall be treated as a grievance and may be taken up under Step No. 2 of the Grievance Procedure provided a written statement of such grievance is lodged with the Employer within five (5) working days after the discharge, suspension or lay-off is effected. Such special grievance may be settled under the Grievance Procedure by:
- (a) confirming the Employer's action in dismissing, suspending or laying-off 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.

## **ARTICLE 8 - ARBITRATION**

- 8.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing.
- 8.02 Arbitration proceedings will be initiated within ten (10) working days following completion of the meeting with the Labour Relations Consultant. A sole arbitrator will be utilized and must be mutually agreed upon by the Employer and the 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 Ontario Ministry of Labour.

- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.
- 8.04 The 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. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.
- 8.05 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 employee concerned.
- 8.06 Each of the parties hereto will jointly bear the expenses of the Labour Relations Consultant and the Arbitrator.

#### **ARTICLE 9 - NO STRIKE, NO LOCKOUT**

- 9.01 There shall be no strikes or lockouts during the term of this Agreement. It shall not be a violation of this Agreement for employees to refuse to cross a legal picket line as sanctioned by the local Building Trades Council governing the area.

#### **ARTICLE 10 - HOURS OF WORK**

- 10.01 The regular hours of work for employees covered by this Agreement shall consist of not more than fifty (50) hours per week, Monday to Friday inclusive and shall be paid for at the regular rate of pay. All hours worked in excess of fifty (50) hours per week and on Saturday shall be paid for at the rate of one and one-half times the regular hourly rate.
- 10.02 Snow removal shall be paid to employees at the regular rate of pay in accordance with the applicable schedule as outlined in Article 18 of this Agreement.
- 10.03 All work performed on Sundays and Statutory Holidays shall be paid for at double the employee's regular rate of pay.
- 10.04 The Employer agrees to assign overtime as impartially as possible, subject to ability to perform the work required.
- 10.05 Shift work shall be worked when requested by the Employer. It is agreed and understood that shift work shall comprise at least two (2) separate working shifts in any one twenty-four (24) hour period.

#### **ARTICLE 11 - PAID HOLIDAYS AND VACATION**

11.01 For the purpose of this Agreement, the following days are designated as holidays:

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

11.02 Combined vacation and holiday pay will be paid at the rate of ten percent (10%) of total wages earned including overtime and shift differential.

11.03 The Employer agrees that combined vacation and holiday pay will be added to each employee's weekly pay cheque. This procedure will be implemented the first full pay period following June 30th.

11.04 For the purpose of clarification the ten percent (10%) includes four percent (4%) for paid holidays and six percent (6%) vacation pay.

#### **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Officers of the Union shall be granted leave of absence when required for Union business, providing that reasonable notice is given to the Employer.

#### **ARTICLE 13 - RATES OF PAY**

13.01	<b><u>CLASSIFICATION</u></b>	<b><u>May 1</u></b> <b>2020</b>	<b><u>May 1</u></b> <b>2021</b>	<b><u>May 1</u></b> <b>2022</b>	<b><u>May 1</u></b> <b>2023</b>	<b><u>May 1</u></b> <b>2024</b>	<b><u>May 1</u></b> <b>2025</b>
	Dump Truck Operator	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
	Fuel & Water Truck	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
	Float & Tractor Trailer Operator	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50

Vacuum Truck Operator - as per Letter of Understanding *which will form part and parcel of this Collective Agreement.*

13.02 **ONTARIO HYDRO PROJECTS** - The Employer agrees when working on Hydro projects to pick up the hours of work and rates of pay as established in the E.P.S.C.A. Agreement with Teamsters Local 879.

13.03 **I.C.I. PROJECTS** - The Employer agrees when working on I.C.I. projects to pick up the hours of work and rates of pay as established in the I.C.I. Agreement with Teamsters Local 879.

**ARTICLE 14 - ADMISSION TO COMPANY PROPERTY**

- 14.01 The Employer agrees not to refuse permission to any representative of the Local Union upon request to enter the Employers premises in the administration of this Agreement. Such representative shall not, however, interfere with the progress of the work or operations.

**ARTICLE 15 - EMPLOYEE'S RESPONSIBILITY**

- 15.01 It shall be the employee's responsibility to advise the Employer of his address and telephone number and any changes which may occur.
- 15.02 An employee who is off work because of sickness or accident for an extended period of time shall report by 2:00 p.m. of the day before returning to work his intention to be at work the next day.

**ARTICLE 16 - WELFARE AND PENSION**

- 16.01 The Employer agrees to pay one hundred percent (100%) of the cost of O.H.I.P. premiums for each qualified employee, as per the E.P.S.C.A. Agreement.
- 16.02 Effective May 1<sup>st</sup>, 2010 the Employer agrees to pay the following for each qualified employee to the Ontario Teamsters Health & Welfare Plan, as per the E.P.S.C.A. Agreement and *any subsequent increases negotiated thereto*.

May 1/20	May 1/21	May 1/22	May 1/23	May 1/24	May 1/25
\$3.20/hour	\$3.30/hour	\$3.40/hour	\$3.50/hour	\$3.60/hour	\$3.70/hour

- 16.03 Pension shall be paid as per the EPSCA Agreement to the Teamsters Canadian Pension Plan Construction Division. Effective May 1<sup>st</sup>, 2010, and *any subsequent increases negotiated thereto*.

May 1/20	May 1/21	May 1/22	May 1/23	May 1/24	May 1/25
\$5.32/hour	\$5.32/hour	\$5.32/hour	\$5.32/hour	\$5.32/hour	\$5.32/hour

- 16.04 New employees starting to work for the Employer shall have their premiums paid for O.H.I.P. and Health & Welfare by the fifteenth (15th) day of the month following their date of hire.

**ARTICLE 17 - REPORTING ALLOWANCE**

- 17.01 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 (4) 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.

- 17.02 Two (2) 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 Foreman to leave the job-site.
- 17.03 The foregoing subsections 17.01 and 17.02 do not apply to independent haulers operating their own equipment.

#### **ARTICLE 18 - TRAVELLING EXPENSES**

- 18.01 When employees covered by this Agreement are required to travel to and from a work-site which is in excess of 24 kilometres from the employee's home based yard, suitable transportation, if necessary, shall be provided by the Employer.
- 18.02 (a) If employees are required to use their own vehicle for transportation to any job-site up to 125 kilometres from the 24 kilometres set out in 18.01 above, mileage will be paid at the rate of fifteen (15) cents per kilometres to and from the site and the 24 kilometres limit noted above.
- (b) If an employee using his own transportation is required to travel over 125 kilometres to any job-site in excess of the limit set in 18.01 above, where the Employer does not supply room and board, the Employer will pay room and board allowance.
- (c) Where employees are required to work beyond three hundred and twenty (320) kilometres from the Employer's home based yard, the Employer shall pay a room and board allowance.
- 18.03 Where the operations of the Employer require the employees to transfer from job to job and from place to place, then provided the employee remains with the Employer for the duration of the job, the Employer agrees to pay the cost of transportation between the two points and reimburse for meals and accommodation en route.

#### **ARTICLE 19 - JURISDICTIONAL DISPUTES**

- 19.01 Both parties agree there shall be no work stoppage resulting from jurisdictional disputes.
- 19.02 If a jurisdictional dispute arises, the Union shall submit such dispute to the Local Unions Business Representatives of the crafts involved for settlement.
- 19.03 If no settlement is reached within forty-eight (48) hours it will be referred to the International Unions involved for settlement.
- 19.04 If no settlement is reached on this level within ten (10) days it will be referred to the

impartial Joint Board for settlement of jurisdictional disputes of the Building and Construction Trades Department AFL-CIO for final and binding jurisdictional assignment.

**ARTICLE 20 - PROVINCIAL AGREEMENT**

20.01 The Company agrees in the Province of Ontario, should the Company acquire work, to pick up the rates of pay and the conditions existing in those areas. (ICI Sector, EPSCA, Hydro One, Mainline, Maintenance, Distribution – Pipeline)

**ARTICLE 21 – NEW WORK, SHIFTS AND CLASSIFICATIONS**

21.01 If additional work, shifts, classifications or locations are established or new work is created, such work shall be a matter for negotiations between the Company and the Union in respect to starting and quitting time, hours of work, rates of pay and shift premiums.

**ARTICLE 22 - DURATION OF AGREEMENT**

21.01 This Agreement shall become effective May 1st, 2020 and shall remain in full force and effect until April 30th, 2025, and each year thereafter unless either party shall notify the other in writing within ninety (90) calendar days of the expiry date of their intent to reopen this Agreement for negotiations.

Negotiations shall commence within fifteen (15) days of such notice.

DATED at Tiverton, Ontario, this 1 day of November 2021.

**FOR THE COMPANY:**

Paul Campbell

**FOR THE UNION:**

[Signature]  
[Signature]  
[Signature]