

AECON

COLLECTIVE BARGAINING AGREEMENT BETWEEN
Aecon Construction & Materials Limited Ottawa Quarry
(Hereinafter called the "Company")

AND



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 230

(Hereinafter called the "Union")

December 1, 2020 to November 30, 2023

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ARTICLE 1 - PURPOSE

1.1 The purpose of this Collective Agreement is to establish the wages, hours of work and certain other working conditions of the employees under this Agreement and the means by which grievances arising out of the interpretation, application and administration of this Agreement can be disposed of promptly and equitably.

ARTICLE 2 - COVERAGE

2.1 The Company recognizes the Union as the exclusive bargaining agent of all employees of Aecon Construction & Materials Limited engaged in rock crushing at the quarry in the Township of Gloucester, save and except Foremen, persons above the rank of Foreman, office and sales staff.

2.2 The Company agrees not to enter into any agreement or contract with its employees as described in the preceding paragraph individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 The Company agrees that all present employees covered by this Agreement, except new employees during their probationary period shall, as a condition of employment, become and remain members of the Union.

3.2 New employees shall make application for membership in the Union at the time of hiring and shall become and remain members of the Union as a condition of employment as soon as their probationary period has been served. The Company agrees that when new employees are hired they will fill out a form covering particulars of hiring, such form to be supplied by the Union.

3.3a The Employer agrees to deduct regular monthly dues from the first pay due to the employee for each month they work or portion thereof and remit these dues to the Union office on or before the 15th day of the following month.

3.3b The Employer further agrees to deduct initiation fees in two equal instalments immediately following the completion of an employee's probationary period and remit such deductions to the Union.

The company will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.1 The management of the Company and the direction of its working forces and all aspects of its operations, including the hiring, assigning of work, and rehiring of employees,

the suspending, discharging or otherwise disciplining of employees for just cause, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work and the control and regulation of the use of all equipment and other property of the Company, are the exclusive functions of the management provided however, that in the exercise of such functions the management shall observe the provisions of this agreement.

Article 5 Grievances

Article 5.1

No complaint or grievance may be submitted or considered under the grievance procedures unless it has been presented to the Employer in writing by the Union and signed by the employee within five (5) working days from the time of the occurrence of the incident giving rise to the grievance.

Step 1

The employee and immediate supervisor will meet to discuss the grievance and seek to find a resolution. The employee may request a union representative to be present at such meeting. The Employer shall provide a response to the grievance within ten (10) working days following the meeting.

Failing satisfactory settlement at Step 1, the Union may advance the grievance to Step 2 of the grievance procedure, provided they submit the grievance in writing to the Employer within five (5) working days of the date of Employer's Step 1 response, otherwise the grievance will be deemed abandoned by the Union.

Step 2

The employee, immediate supervisor and/or manager will meet to discuss the grievance and seek to find a resolution. The employee may request a union representative to be present at such meeting. The Employer shall provide a response to the grievance within ten (10) working days following the meeting.

Failing satisfactory settlement at Step 2, the Union may advance the grievance procedure to arbitration, provided they submit the grievance in writing to the Employer within ten (10) working days of the date of Employer's Step 2 response, otherwise the grievance will be deemed abandoned by the Union.

5.2 Dismissal, Suspension and Group Grievances

Grievances involving dismissal, suspension or layoff of an employee and grievances of a general or group nature may be submitted at Step 2 of the grievance procedure, provided they are submitted as per article 5.1

ARTICLE 6 – ARBITRATION

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

6.2 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration serve the other party with written notice within fifteen (15) working days after receiving the decision given at Step 3 of the grievance procedure.

6.3 The parties will agree to the use of a sole Arbitrator and proceed in an expeditious manner. If they are unable to agree on the selection of an Arbitrator either party may request the Ministry of Labour to appoint an impartial Arbitrator.

6.4 The Arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

6.5 The parties may agree to the use of an arbitration board. This agreement will be in writing and either party will name their nominee to the arbitration board and both nominees will select an agreeable arbitrator.

6.6 Each of the parties hereto will equally bear the expenses of the arbitrator. If an arbitration board as described in Article 6.5 is used, each of the parties will bear the expense of the arbitrator that it appointed.

ARTICLE 7 - STEWARDS

7.1 The Union shall have the right to appoint or elect from amongst the employees of the bargaining unit, one Steward, and an alternate when the regular steward is not available, to assist employees in presenting their grievances to the Company and supervise the administration of this Agreement.

7.2 The Union agrees that it will keep the Company informed at all times of the name of the Steward, and supplied with a list of the Union Officers, and any changes that occur.

7.3 It is understood that a Steward's duties shall in no way conflict with his duties to the Company, and he shall be held responsible for the same quantity and quality of work as other employees.

7.4 The Steward will have top seniority in his yard, and during seasonal lay-offs will be the last man of his classification to be laid off provided he has adequate competence to fulfill the job requirements.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.1 It is understood and agreed that there shall be no strike, concerted work stoppage, slowdown, or other such activity by the Union or by any of its members during the term of this Agreement nor while negotiations for its renewal or amendment are in progress. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown, or other such activity by any of the said members that the Union shall make and continue to make, every effort to prevent or stop such action and shall condemn such action and shall not defend by any process such members except as to the facts of the matter.

8.2 It is understood and agreed that there shall be no lockout by the Company during the term of this Agreement or while negotiations for its renewal or amendment are in progress.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.1 Overtime at the rate of one and one-half times the employee's current hourly rate shall be paid to all employees, except Watchmen, for all work performed in excess of forty-four (44) hours per week, or nine (9) hours per day, Monday to Friday, inclusive and on Saturday.

9.2 Two times the employee's currently hourly rate shall be paid to all employees for all work performed on Sunday.

9.3 An employee required to work twelve (12) continuous hours or more will be provided with a hot meal or be paid a meal allowance of twelve (\$12.00) dollars at the Company's option.

9.4 Overtime will be distributed as equitably as practical amongst the employees who regularly perform such duties. Employees will be excused from overtime work for valid reasons.

ARTICLE 10 - SHIFT ALLOWANCE

10.1 A shift premium of fifty (50) cents per hour will be paid for all work performed on a second or third shift after ratification. Year two (2) will be sixty (60) cents and year three (3) seventy (70) cents per hour.

In the event that an employee who is regularly scheduled for a 2nd or 3rd shift and is called in prior to their regularly scheduled time they will receive the shift premium.

ARTICLE 11 - PAID HOLIDAYS

11.1 The following days will be considered as holidays:

New Years Day	Canada Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Labour Day	Good Friday	
Family Day	Civic Holiday	

Note: Remembrance Day will be added to this agreement, if and when proclaimed by the Federal Government.

11.2 If the employee is eligible for a holiday remuneration and does not work on that day, he shall receive as holiday remuneration a sum equivalent to nine (9) hours for that day at straight time rate regardless of the day on which such holiday is observed.

11.3 All hours worked on the above holidays shall be paid for at time and one-half the regular rate in addition to any holiday pay entitlement under this article.

11.4 Once in each calendar year of the Agreement, each employee with seniority will be granted an additional paid holiday at the employer's option. Employees will provide at least fifteen (15) days notice to the Company and the choice of any given day will be according to seniority. The company will determine the number of employees, if any, that will be permitted to take such holiday on any given date.

11.5 An employee becomes eligible for holiday remuneration if he meets the following conditions:

- a) if he works his scheduled hours on his last scheduled work day preceding the holiday, and also on the first scheduled work day following the holiday unless he has been excused from work for reasons of sickness or accident at work, provided that he can substantiate his absence with a certificate from a qualified practitioner.
- b) the above paragraph (a) does not apply if the holiday falls within the twenty (20) day calendar period following the employee's seasonal lay-off.

11.6 If the holiday occurs during the employee's vacation, he shall receive one extra day's holiday in addition to his regular vacation as full compensation for the holiday.

ARTICLE 12 - SENIORITY

12.1 The purpose of this seniority clause is to provide a procedure to be followed at the time of laying off and recalling employees.

12.2 The retention of employees in employment will in general be governed by the following:

- a) availability of employment in their respective work classifications.
- b) if performance and ability to do the work available are equal, then seniority will prevail.

12.3 At the time of lay-off or recall, an employee who has experience in another classification will be allowed to move to such job in accordance with his seniority and ability to do the work available. This procedure will not apply to Mechanic 'A' Licensed, Heavy Duty Mechanic, Mechanic 'B', Welder and Plant Maintenance Work.

12.4 New employees will serve a probationary period of ninety (90) calendar days before acquiring seniority rights. Seniority will then date back to his starting date with the Company.

12.5 The Company will maintain seniority records, by classification, which will be open for inspection by the duly recognized representatives of the Union and shall provide the Union with a yearly seniority list.

12.6 The term "lay-off" will not apply to a period of less than forty-eight (48) hours.

12.7 Seniority is lost if the employee:

- 1) voluntarily leaves the company;
- 2) is dismissed for cause and not reinstated through the grievance procedure;
- 3) is absent from work for three (3) consecutive days without permission;
- 4) is not re-employed within eighteen (18) months;
- 5) does not return to work on the day following receipt of notice;
- 6) if the employee is transferred outside the Company's establishment for a period of more than ten (10) months, or if he is transferred to the position of Foreman or Inspector for a period of more than six (6) months;

12.8 Notice sent by the Company to an employee's last recorded address at least five (5) days before the date specified for his return to work, shall be sufficient and effective notice. It

is the employee's responsibility to keep the Company advised as to his address and telephone number and any changes that occur.

12.9 Employees, not exceeding two in number at any one time, who are elected or appointed by the Union to attend a Labour Conference or Convention, shall be granted a reasonable leave of absence without pay and without loss of seniority, provided that their request for such leave of absence is transmitted to the Superintendent at least three (3) days before the first day of the period for which the leave of absence is requested.

ARTICLE 13 - VACATIONS

13.1 The remunerations for annual vacations shall be computed as follows:

- a) up to 2 years of seniority 4%
- b) after completion of 2 years of seniority 5%
- c) after completion of 5 years of seniority 7%
- d) after completion of 10 years of seniority 8%
- e) after completion of 20 years of seniority 10%
- f) after completion of 25 years of seniority 12% and five weeks vacation**

Such percentage to be calculated on gross earnings accumulated annually, including overtime, but not including paid holidays. The vacation period shall correspond to one week for each two percent of remuneration.

13.2 Each employee entitled to vacation as referred to above shall select his vacation, within a reasonable time, with due regard for the Company's requirements and according to seniority. An employee entitled to three (3) or four (4) weeks' vacation may not expect to take this third or fourth week consecutively with the other two. Any employee wishing to make an exception to this may do so only through mutual agreement with the Company.

13.3 Vacation pay entitlement will be paid weekly.

ARTICLE 14 - RATES OF PAY

14.1 The Company agrees to pay, and the Union agrees to accept, for the term of this Agreement, the following regular wage rates:

Wage Rates	Previous	Dec.1/20	Dec.1/21	Dec.1/22
Labourer	\$24.86	\$25.31	\$25.76	\$26.26
Tandem Dump Truck Operations, Euclid Operations	\$25.14	\$25.59	\$26.04	\$26.54
Plant Operations	\$25.42	\$25.87	\$26.32	\$26.82
Feeder man	\$25.37	\$25.82	\$26.27	\$26.77
Loader Operations	\$26.22	\$26.67	\$27.12	\$27.62
Loader Face Rate	\$26.72	\$27.22	\$27.72	\$28.22

Grader/Bulldozer Operations	\$26.22	\$26.67	\$27.12	\$27.62
Shovel Running	\$26.49	\$26.94	\$27.39	\$27.89
Plant Maintenance, Welding	\$25.98	\$26.43	\$26.88	\$27.38

14.2 During the probationary period, an employee may be paid one (\$1.00) dollar per hour less than the above rates.

14.3 Lead hand rate to be Fifty (50) cents above the employee's regular rate.

ARTICLE 15 - GENERAL CONDITIONS

15.1 Upon request made to the Superintendent 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, without disturbing the operations of the Company.

15.2 The Company will provide a bulletin board for the use of the Union in posting notices of Union activities. Such notices to be approved by management before posting.

15.3 Employees will be granted one rest period at their workstation during each half of each shift during which they may drink coffee or similar refreshments.

15.4 The Company will provide not less than five (5) working days notice of seasonal lay-off.

15.5 The Company will provide work gloves to all employees, up to a maximum of two (2) pairs per year. Such gloves are for normal use and wear in the course of an employee's work for the Company. Employees will be required to turn in worn out gloves before being issued with replacements.

15.6 The Union will be contacted in regard to new job openings and the Company will consider applications from qualified persons registered with the Union.

15.7 At the request of an employee, a separation certificate will be granted after a period of lay-off of more than seventy-two (72) hours provided that such seventy-two hours encompass three (3) working days. An employee recalled to work during this period shall report for work not later than the working day following the date of the recall notice, and the recall notice may be by telephone.

15.8 For the duration of this agreement, the Company will pay each seniority employee, upon proof of purchase, up to the amount of **two hundred twenty five (\$225.00) dollars after ratification** per year towards the purchase of approved safety boots.

15.9 The Employer will provide and maintain three (3) pairs of coveralls for maintenance personnel and reimburse for one (1) pair of coveralls per year for operators at no cost to the employee as required.

ARTICLE 16 - UNION CO-OPERATION

16.1 The Union and the employees agree to uphold the rules of the Company in regard to punctual and steady attendance, proper and sufficient notice in case of necessary absence, conduct on the job, and all other reasonable rules established by the Company and not conflicting with this Agreement.

16.2 The Union agrees to co-operate with the company in maintaining and improving safe working conditions and practices; in improving the cleanliness and good housekeeping of the premises, machinery and equipment, and in upholding the rules in reference to driving.

16.4 The Union recognizes the need for improved methods and output in the interests of the employees and the business, and agrees to co-operate with the Company in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such change and improvements.

16.5 The Union recognizes the need for conservation and the elimination of waste, and agrees to co-operate with the Company in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 17 - REPORTING ALLOWANCE

17.1 An employee who reports for work at his scheduled time and is not provided with at least four (4) hours work, shall be paid for at least four (4) hours at his regular rate.

17.2 Any employee called back to work after completing his normal shift and where no prior notice was given to return shall be paid a minimum of four (4) hours at his regular rate.

17.3 In case of emergency, when the employee is called at his home or any other place other than the plant area, for working during any hours in addition to this regular work, he shall receive a minimum of four (4) hours pay at his regular rate.

ARTICLE 18 - EMPLOYEE BENEFITS

The following description of benefit entitlement is for the convenience of employees only. A DRUG BENEFIT CARD and a copy of the plan, giving full details, will be provided to each eligible employee.

18.1 The Company is not the Insurer and subject to the terms of the plan. The Company will pay 100% of the premiums to obtain, for all employees with seniority, the following program of Group Insurance+

a) Group Life Insurance

Effective January 1, 2009

- \$40,000.00

b) Dependent Group Life Insurance

Spousal

- \$ 5,000.00

Each Eligible Child

- \$ 2,500.00

c) Accidental Death and Dismemberment

Effective January 1, 2009

- \$40,000.00

d) Short Term Disability

E.I. level of benefit on a 1-1-8-26 basis

e) Long Term Disability

After expiration of Short Term Disability (26 weeks) and E.I. benefits (if applicable - 15 weeks) a flat benefit of twelve hundred dollars (\$1200.00) per month will be provided.

This benefit is non-integrated with CPP/QPP. Benefit is not applicable to WSIB cases. Benefit has a five (5) year cap or when the employee reaches the age of 65.

f) Extended Health Plan

Includes prescription drugs, semi-private hospital, effective January 1, 2012, vision care at \$275.00 every 24 months.

Reimbursement to the employee on all eligible costs incurred for prescription drugs will be 80%.

g) Dental

Reimbursement to the employee on all eligible costs incurred will be up to 80%.

Reimbursement for eligible costs relating to dentures and denture repairs will be 50% reimbursement.

Eligible costs will be based on previous year's Ontario Dental Association Fee Guide.

18.2 The Company will pay the premiums for Group Life, AD & D., Extended Health, and Dental Benefits for up to four (4) months for employees with over one (1) year of seniority while on seasonal lay-off.

18.3 Employee benefits, for employees with seniority, will be effective on date of recall.

18.4 Employees may prepay Group Life, AD & D., Extended Health and Dental premiums for periods of seasonal lay-off to a maximum of six (6) months. Any unused prepayments will be refunded within thirty (30) days of return to work.

ARTICLE 19 - PENSION

19.1 Company will establish a Group RRSP effective March 1, 1998 for all employees who have seniority with the company. **All future employees must have completed ninety calendar days of probation to be eligible for membership.**

For Clarity All employees are eligible after the successful completion of their probation

Each eligible employee will contribute according to the following schedule and the Company will make a matching contribution.

a) Employee Contribution

Previous	\$2.35 per each regular hour worked
December 1, 2020	\$2.45 per each regular hour worked
December 1, 2021	\$2.55 per each regular hour worked
December 1, 2022	\$2.70 per each regular hour worked

b) Company contributions

Previous	\$2.35 per each regular hour worked
December 1, 2020	\$2.45 per each regular hour worked
December 1, 2021	\$2.55 per each regular hour worked
December 1, 2022	\$2.70 per each regular hour worked

Article 19.02 – Jury Duty

An employee who is summoned to serve on jury duty shall be paid the difference of four (4) hours regular pay and the amount of jury fee received, provided the employee provides the Employer with the certificate of serviced signed by the clerk for the court showing the amount of jury fees received. The employee shall notify the Company in writing immediately upon receipt of notification that the employee will be required to serve on jury duty. Such difference in wages shall be paid to the maximum of one (1) month.

ARTICLE 20 - BEREAVEMENT

20.1 In the event of a death in the immediate family (i.e. father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother, brother-in-law, sister, sister-in-law, wife, common-law wife or children), an employee will be given the necessary time off work to

attend the funeral and will be paid up to three (3) days provided that the period between the day of death and the funeral are working days.

ARTICLE 21 - JOB OPENINGS

21.1 All vacancies on jobs which are expected to continue for more than thirty (30) calendar days will be posted on the plant bulletin board for forty-eight (48) hours.

Any employee who has completed his probationary period may make written application for transfer to the posted job. The Company will not be required to post entrance jobs, which are paid at the basic rate.

21.2 An employee wishing to move to a posted job must have adequate skill, ability, knowledge, training, or experience to move into such position. The Company will not be obligated to consider an employee for a position for which the employee does not have any skill or experience.

Where skill, ability, and willingness to do the work are approximately equal, the posted opening will be assigned to the senior qualified employee.

The Company is to be the sole judge as to an employee's qualifications for a posted job.

21.3 Unless excused in writing by the Company, an employee who successfully bids on a job must accept such posted job and will not be eligible to bid on another job for twelve (12) months.

21.4 The Company will be free to fill positions from any source available to it, in cases of emergencies, or jobs of short duration (under 30 days), or where there is no qualified applicant responding to a job posting.

21.5 An employee reclassified or reassigned through the job posting procedure will serve a probationary period of up to thirty (30) days in the new position. In the event that performance in such new position is not satisfactory to the Company, the employee may revert to his previous employment.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 Unless changed by mutual consent, the terms of this agreement shall continue in effect until November 30, 2023, and shall continue in effect 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 expiration date, that it desires to amend the Agreement.

22.2 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

22.3 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 a new agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act, have been completed, whichever date should first occur.


In witness whereof each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives .

Dated at Toronto, Ontario this 5_ day of **April of 2021**.

FOR THE COMPANY:

FOR THE UNION:

FOR THE UNION:



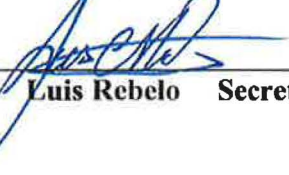
Rick Levitsky General Manager



Ken Hall President local 230



Rick Baker Production Manager



Luis Rebelo Secretary Treasurer