



Christian Labour  
Association of Canada

# **COLLECTIVE AGREEMENT**

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**Between**

**CAMBRIDGE CONCRETE PUMPING INC.**

**and**

**CHRISTIAN LABOUR ASSOCIATION  
OF CANADA**

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**May 1, 2012 – April 30, 2015**

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## COLLECTIVE AGREEMENT

Between

**CAMBRIDGE CONCRETE PUMPING INC.**  
(hereinafter referred to as "the Employer")

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
(hereinafter referred to as "the Union")

**May 1, 2012 – April 30, 2015**

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### ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d. to establish a just and prompt procedure for the disposition of grievances;
  - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 The Union and the Employer recognize the application of the *Ontario Human Rights Code* within the workplace and are committed to a working environment free of harassment.
- a. The following are relevant provisions of the Code:  

**“5. (1) Employment**  
Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences,

marital status, same-sex partnership status, family status or handicap. 1981, c.53, s.4 (1); 1986, c.64, s.18 (5); 1999, c.6, s.28 (5).

**5. (2) Harassment in Employment**

Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap. 1981, c.53, s.4 (2); 1999, c.6, s.28 (6).”

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes and agrees that the Union is the exclusive bargaining agent of, and that this Collective Agreement applies to all employees of Cambridge Concrete Pumping Inc. working in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman, office and sales staff.
- 2.02 Management and non-bargaining employees may perform union work in the case of an emergency or a situation beyond the company’s control:
- a. In an emergency, when regular employees are not available.
  - b. In the instruction or training of employees.
  - c. In the performance of necessary work when difficulties are encountered on the job.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related hereto.
- 2.05 The Union acknowledges that it is the function of the Employer:
- a. to manage the enterprise, including the scheduling of work and the control of materials;
  - b. to maintain order, discipline and efficiency, and to enforce rules of conduct and procedure for employees that have been jointly drafted by the Employer and the Union. Such rules shall be consistent with the purpose and terms of this Agreement and shall be administered in a fair and reasonable manner;

- c. to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer may contract out work where:

- a. he does not possess the necessary facilities or equipment;
- b. he does not have and/or cannot acquire the required manpower;
- c. he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

However, work normally performed by the members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, reclassified, or discharged as the result of the contracting out of work.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the Committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

- 3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 CLAC Representatives shall have the right to periodically visit job sites.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff who are qualified to do the work.
- 5.02 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name, address and classification of any new employee at the time such employee commences employment. Probationary employees are not entitled to Health Insurance Benefits (Article 12), Pension Plan contributions (Article 13) or Holiday Pay (Article 10.01).
- 5.03 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. During the probationary period an employee shall be considered to be employed on a trial basis and may be discharged at the discretion of the Employer.
- 5.04 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or CLAC

Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

- 5.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 6 - CHECKOFF**

- 6.01 The Employer agrees to check off from each employee, at the commencement of employment, the amount equal to the Union dues and fees as established by the Union. The Employer shall remit to the Union the total amount deducted by the 15<sup>th</sup> of the month following the month in which such deductions were made. The Employer shall include the following information for each employee with each remittance:

- a. Name;
- b. Rate of pay, including any premiums;
- c. Gross earnings;
- d. Total regular and overtime hours worked;
- e. Total dues and fees deducted and remitted on behalf of the employee;
- f. Any change in employment status.

- 6.02 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance the following information for the new employee:

- a. Address;
- b. Telephone;
- c. Date of hire;
- d. Classification.

- 6.03 Employees who cannot support the union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

## **ARTICLE 7 - WAGES AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A". Wages will be paid weekly.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance Procedure.

7.03 The Employer agrees to pay four (4) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control.

The Employer is permitted to find suitable work during this four (4) hour period. If an employee refuses these duties, then no payment shall be made.

7.04 An employee who is not advised at least one (1) hour in advance of his assigned start time that his start time is cancelled or amended, shall be deemed to have reported to work "in the usual manner", as contemplated by Article 7.03, at the time assigned to him the previous evening.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

8.01 Although the seasonal demands of customers make a regular workweek throughout the year impossible, it is the desire of the Union and the Employer to provide hours of work which will give satisfactory annual earnings to the employees. Due to the irregular nature of the workday and the workweek employees may be required to work in excess of eight (8) hours per day and forty-eight (48) hours per week.

8.02 From April 1<sup>st</sup> to December 15<sup>th</sup> a normal workweek shall consist of forty (40) hours. From December 15<sup>th</sup> to April 1<sup>st</sup> the hours per week shall depend on the amount of work available, with a minimum of thirty-five (35) hours. This is not to be construed as a guarantee of hours of work that will be provided.

8.03 A driver's request for layoff will be considered and granted depending on the reason for the request and business requirements.

### **8.04 Hours of Work**

a. Daily start times will be set each day in consideration of the following:

- i. The specific type/length of truck required by the customer; and,
- ii. The seniority of available/qualified Operators.

b. Pump Operators may waive their daily start/call in time and be "slotted in" for a time they are available, for good and sufficient reason. If no good or sufficient reason is given, they will go to the bottom of the list for that day. Good and sufficient reasons will include: family circumstances, personal appointments, circumstances beyond the Pump Operators control, etc. as per agreed accommodation policy.

c. Pump Operators will be responsible to call in after 7:30 p.m. to find out whether they are scheduled to work and their reporting time. Changes to an Operators start time will be communicated by text message. Pump Operators who are laid off will be contacted by the Employer if they are scheduled to work.



- d. Employees who are “on-call” shall be available for work until 10:30 a.m. The Employer will call Operators by 10:30 a.m. for work that becomes or is anticipated to become available that day. Employees that are contacted before 10:30 a.m. for work that will not begin before 12:00 p.m. may elect not to work that day. Employees who want “off call” before 10:30 a.m. must check with dispatch that morning.
- e. Prior to starting each job, a driver will be provided with the following:
  - i. Job location as pg. number and coordinates that correspond with maps provided in each truck; and
  - ii. Customer or onsite contact person and appropriate contact information.

**8.05 Equalization of Hours**

- a. The weekly hours will be totalled by Thursday night each week. Pump Operators who have not yet worked thirty-five (35) hours by Thursday night, will be called in to work on subsequent days in order of seniority until all Pump Operators who have not worked thirty-five (35) hours by Thursday night have been called in. The balance of the Pump Operators required for Friday will be called in the usual order of seniority.
- b. Once all Pump Operators have worked forty-four (44) hours, overtime will be offered by seniority. Part time casual Pump Operators are specifically excluded from this provision.

**8.06 Overtime**

- a. Work performed in excess of forty-four (44) hours per week shall be paid at the rate of time and one-half times (1½x) the regular rate of pay.
- b. Work performed in excess of nine (9) hours per day shall be paid at the rate of time and one-half times (1½x) the regular rate of pay. An employee must be available for work each day during any week, unless absent with approval. If absent without approval, daily overtime during that week will be after eleven (11) hours a day.
- c. Work performed after 7:00 p.m. shall be paid at one and one-half times (1½x) the regular rate of pay.
- d. Work performed after 9:00 p.m. shall be paid at two times (2x) the regular hourly rate of pay.
- e. Work shall not be performed on Sunday. However, if extra-ordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay. Such work requires the prior consent of the Union. The Employer agrees to respect the convictions of

employees who prefer not to work on Sunday and will not discriminate against them.

**8.07 Saturday Work**

Saturday work shall be distributed as follows:

- a. The Employer will post a list by Thursday at 12:00 noon for Pump Operators to indicate their willingness to work on the Saturday indicated. This list will come down Friday at noon.
- b. Saturday work will be assigned by seniority to those Pump Operators who have indicated a willingness to work subject to Article 8.05 b. and 8.04 a.
- c. If insufficient Pump Operators volunteer to work, part time casual Pump Operators will be assigned.
- d. If after (c) there is still an insufficiency of Pump Operators, Pump Operators who have not volunteered to work will be obligated to work starting with the most junior Pump Operators, in rotation.

**ARTICLE 9 - VACATIONS AND VACATION PAY**

9.01 Employees shall receive vacation pay in accordance with the provisions outline below:

**LENGTH OF SERVICE**

**BASED ON DATE OF HIRING**

**(as of July 1<sup>st</sup> of the current year)**

**VACATION PAY**

- |                                |                             |
|--------------------------------|-----------------------------|
| a. 0 - 3 years                 | 4% of annual gross earnings |
| b. Upon completion of 3 years  | 5%                          |
| c. Upon completion of 4 years  | 6%                          |
| d. Upon completion of 10 years | 8%                          |

9.02 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements.

9.03 A vacation list will be posted in the office on May 1<sup>st</sup> of each year for employees to indicate the time they wish to have. The final list will be posted by June 1<sup>st</sup> of each year. Any subsequent vacation time will be granted on the basis of work scheduling requirements.

All employees shall be granted a minimum of one (1) week during the summer vacation period. Employees wishing two (2) weeks or more may do so by arrangement with the Employer prior to the posting of the vacation schedule. Any conflict will be settled on the basis of seniority.

9.04 When vacations are requested by more employees than can be reasonably scheduled to be away at any one time and still carry on efficient company operations, then the choice of those employees permitted to take their vacation will be, insofar as possible, based on seniority.

9.05

a. The Employer shall include in each pay period the appropriate amount of vacation pay in the gross pay for all employees. The employee's cheques shall show the gross pay, and all regular deductions shall be made from the gross amount.

After all other deductions have been made, the Employer shall deduct the employee's total vacation pay for the pay period.

The vacation pay for all employees will be remitted monthly by the Employer to the Vacation Pay Trust Fund of the Employee's Trust Fund, together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.

b. Remittances to the Vacation Pay Trust Fund shall be made promptly by the fifteenth of each month for the credited amounts in the previous month, in order to satisfy the legal requirements pertaining to the disbursement of vacation pay.

c. Vacation Pay shall be paid in accordance with the rules of the Vacation Pay Trust Fund. Employees shall receive a copy of this information.

## **ARTICLE 10 - HOLIDAYS**

10.01 The Employer agrees to pay for nine (9) hours at the regular rate of pay, for the following ten (10) holidays:

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

Employees who request and are permitted to work only eight (8) hours as their regular work day shall receive eight (8) hours pay for each of the nine (9) holidays.

10.02 The holidays mentioned under Article 10.01 should be observed on the Monday preceding or following these days, whichever is closer, or on the Friday following these days, if this is closer. The decision shall be made by the Employer.

10.03 Work performed on the above-mentioned holidays shall be paid at the rate of one and one-half times (1½x) the regular rate of pay, in addition to any holiday pay to which the employee is entitled.

- 10.04 The provisions outlined in Article 10.01 shall apply only to employees who:
- a. have completed their probationary period;
  - b. have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with permission of the Employer on either or both of these qualifying days, shall receive pay as aforesaid for such holiday except in the case of extended leaves of absence.

## **ARTICLE 11 - SENIORITY AND LAYOFFS**

- 11.01 Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list upon the completion of their probationary period and their respective seniority shall be dated back to the date of their most recent hiring.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for any employee who:
- a. voluntarily quits the employ of the Employer;
  - b. is discharged and such discharge be not reversed through the Grievance Procedure;
  - c. is laid off for a continuous period of more than twelve (12) consecutive months.
- 11.04 In case of layoffs the Employer shall honour the seniority of the employees within their classifications. The rule shall prevail that the employee having most seniority shall be laid off last and recalled first.
- 11.05 The Employer will provide notice of layoff as recognized under the *Employment Standards Act*. Additional notice may be given. The Employer will attempt to schedule lay-offs to commence at the beginning of the week.
- 11.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure.
- 11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

## ARTICLE 12 - HEALTH INSURANCE

- 12.01 In order to protect the employees and their families from the financial hazards of illness or accident, the Employer agrees to contribute the following:
- a. One hundred percent (100%) of the premium cost of a benefit package which provides for the following coverage for all employees who have completed their probationary period for any month an employee works one (1) day or more:
    - i. \$25,000 Life Insurance per employee;
    - ii. \$25,000 A.D.&D. per employee;
    - iii. Long-term disability insurance with 60% of earnings, maximum of \$2,500.00 per month per employee, payable after 119 days until age 65;
    - iv. 10% Card Prescription Drug Plan for employee and family;
    - v. A basic Dental Plan providing basic, minor and major restorative services based on the current Ontario Dental Association Schedule of fees;
    - vi. Extended Health Coverage
    - vii. Vision care benefits of \$200.00 per 24 months;
    - viii. Semi-Private hospital coverage with no deductible for employee and family;
    - ix. Employee & Family Assistance Program;
    - x. Short Term Disability Insurance paying 66 2/3% of earnings to a maximum of \$500.00 per week. The full cost of this benefit will be paid by each employee by way of payroll deduction.
  - b. Coverage for the above referenced benefits shall be as outlined in the CLAC Health Fund insurance policy contract with the insurance carrier of record.
  - c. The Employer shall continue to remit Health Fund premiums for employees who continue to be actively employed past age 65.
- 12.02 In the event of any interruption of work for reasons other than sickness, accident or injury, the Employer agrees to continue to pay the premium cost of all insurances outlined in Article 12.01 for a period of one (1) month. It is understood and agreed that, on layoff, an employee needs to work only one day in any month to qualify for Employer payment of insurance premiums. Employees may make

- mutually agreeable arrangements with the Employer to maintain insurance coverage in circumstances where the Employer is not required to pay the insurance premium.
- 12.03 In the event of sickness, accident or injury, the Employer agrees to continue to pay the premium cost of all insurances outlined in Article 12.01 for a period of three (3) months.
- 12.04 The employer agrees to maintain benefits and pay the premium cost for same, as required by government statute or regulation.
- 12.05 The Employer agrees to cooperate with the trustees of the CLAC Health Fund to provide the benefits as outlined above and accept any upgrading during the life of this Agreement which may be required by the trustees to maintain a current and high quality benefit plan.
- 12.06 The Employer shall remit the monthly premium costs for each eligible employee, together with union dues, and in the same manner as described in Article 6.01.

### **ARTICLE 13 - PENSION**

- 13.01 The Employer and the Union agree to give full cooperation to the Union Pension Plan registered with the Financial Services Commission of Ontario as Pension Plan 0398594 for the benefit of all employees covered under this Agreement. The Pension Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of pension income.
- 13.02 The Employer agrees to pay the amount identified in Schedule "A", attached hereto, for each hour worked by each employee covered under this agreement as an irrevocable contribution to the Union's Pension Plan. The Employer shall continue to remit Pension Plan contributions for employees who continue to be actively employed past age 65 until they reach age 69.
- 13.03 The Employer agrees to deduct by way of payroll deduction and contribute to the Union, voluntary employee pension contributions in addition to any other collective agreement pension plan contributions. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency.
- 13.04 A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions.
- 13.05 The Employer's and employees' contribution to the Union's Pension Plan shall be remitted together with union dues, and in the same manner as described in Article 6.01.

## **ARTICLE 14 - SAFETY**

- 14.01 The Employer will provide a place of employment which shall be safe for the employees and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably necessary to protect the life, health and safety of the employees.
- 14.02 It is understood and agreed that unsafe trucks shall not be operated. Such trucks shall be reported and repaired. Employees will be provided, during regular working hours, with at least one (1) hour time with pay per week for the purpose of servicing and washing the trucks. Employees are required to fill out daily truck report sheets.
- 14.03 The Employer shall provide each employee with a Personal Protective Equipment (PPE) bag, containing:
- a. Rubber Gloves
  - b. Hard Hat
  - c. Safety Glasses (with case)
  - d. Safety Vest
- The Employer will only replace the contents of the PPE bag as such items are worn, broken, or destroyed in the normal course of their proper use.
- 14.04 The Employer agrees to reimburse each employee two hundred and fifty dollars (\$250.00) per calendar year for the purchase of approved safety footwear or clothing.
- 14.05 The Employer will provide a washing machine for cleaning coveralls or other work apparel.
- 14.06 The Employer shall ensure that the worker representative or joint health and safety committee person (as the case may be) is provided the time and payment of wages to become a certified health and safety representative.

## **ARTICLE 15 - REST PERIODS**

- 15.01 There shall be a ten (10) minute rest period each half of the shift, at times set by the Employer.
- 15.02 The Employer agrees to allow employees to take a one-half (½) hour lunch break between 11:00 a.m. and 2:00 p.m. provided that the employee receives clearance from the dispatcher. If employees are forced to work through the lunch time they will be required to state the reason, and the name of the contractor for whom they are working at the time should be noted on the time card. If the employee was unable to take a lunch he will be paid for the time so worked.

## ARTICLE 16 - LEAVES OF ABSENCE

16.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of three (3) months:

- a. Marriage of the employee;
- b. Sickness in the immediate family;
- c. Death in the immediate family;
- d. Union activity other than this establishment;
- e. Sickness of the employee.

The above shall not preclude an extended leave for reason of sickness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified. The Employer may, at its discretion, grant a request for a leave of absence for reasons other than those set out above. Such requests will not be unreasonably denied.

16.02 The immediate family in this article shall mean: mother, father, parents-in-law, brother, sister, brother and sister-in-law, wife, children, and grandchildren of the employee.

16.03 In case of death in the immediate family, an employee shall receive a maximum leave of absence with pay for three (3) working days at regular rates of pay for nine (9) hours provided the employee concerned attends the funeral.

In case of the death of a grandparent, aunt or uncle of an employee, the employee shall receive a leave of absence with pay for one (1) working day at regular rates of pay for nine (9) hours provided the employee concerned attends the funeral.

16.04 Employees who fail to report for work as scheduled for more than two (2) consecutive days without giving a justifiable reason shall be deemed to have voluntarily quit.

16.05 An employee may receive a leave of absence for up to one year upon agreement of the parties if his driver's licence has been suspended. It is understood however, if any driver is caught driving Company equipment while impaired that this will result in automatic discharge.

Note: Driver may have to pay extra insurance premium; Insurance Company may refuse coverage.



## ARTICLE 17 - SAVINGS FUND

- 17.01 The Employer agrees to maintain a savings fund for employees.
- 17.02 Individual employees may authorize the Employer to deduct, after taxes, a set amount of money per pay to be deposited into a trust account on behalf of the employee from whom it was deducted. This authorization shall be in effect until November 30<sup>th</sup> each year. The amount deducted will be paid out in full to each employee who authorized a deduction, on or before December 10th each year. Any interest accrued will be used to defray the cost of administering the savings fund.
- 17.03 The Employer shall maintain the appropriate banking or trust documents to give effect to the savings fund and shall be solely liable for all deductions and payments made under this Article.

## ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 18.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 18.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 18.04 A "Policy Grievance" is defined as one, which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 18, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 18.05 **Step 1**  
Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor within five workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which

the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

**Step 2**

If the grievance is not settled under Step 1, a CLAC Representative may within five workdays of the decision under Step 1, or within five workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one week after the grievance has been filed. The Employer shall notify the grievor and the CLAC Representative of his decision in writing within three workdays following the said meeting.

**ARTICLE 19 - ARBITRATION**

- 19.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 19.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 19.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 19.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 19.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 19.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 19.08 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article

- 18 and Article 19 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 19.10 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which is, in its opinion, just and equitable. This clause shall not apply to the discharge of a probationary employee.
- 19.11 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

## **ARTICLE 20 - DISCHARGE, SUSPENSION AND WARNING**

- 20.01 When the attitude or performance of an employee calls for a warning or other discipline by the Employer, such discipline shall be in writing to the employee, with a copy given to a Steward and forwarded immediately to the area office of the Union. A Steward shall be present when an employee receives discipline unless immediate discipline is required and a Steward cannot attend in a reasonable period of time.
- 20.02 An employee may be suspended or discharged for proper cause by the Employer. Within five workdays following suspension or discharge, the employee involved together with a CLAC Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may file a grievance at Step 2 or submit the complaint to arbitration.

**ARTICLE 21 - DURATION**

21.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of May, two thousand and twelve (2012) and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April, two thousand and fifteen (2015) and for further periods of one year unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one year.

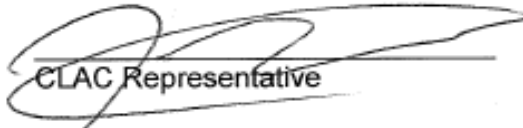
**Cambridge Concrete Pumping Inc.**

Signed this 6<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
Employer

**CLAC**

Signed this 6<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
CLAC Representative

**SCHEDULE "A"**  
**Pump Operators**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Pension</b>	<b>Shop Rate</b>
Previous	\$ 31.05	\$ 2.20	\$ 20.00
May 1, 2012	\$ 32.15	\$ 2.70	\$ 22.00
May 1, 2013	\$ 33.25	\$ 3.10	\$ 22.25
May 1, 2014	\$ 34.45	\$ 3.50	\$ 22.50

**Notes**

1. Any Operator who is designated as lead hand by the Employer, shall receive a premium of fifty cents (50¢) per hour.
2. New operators will receive the following introductory wage rate:
  - 1<sup>st</sup> year \$3.00 less than regular rate
  - 2<sup>nd</sup> year \$2.00 less than regular rate
  - 3<sup>rd</sup> year \$1.00 less than regular rate
  - After 3 years regular rate of pay
3. Premium for operation of pumps that are as follows:
  - 65m – \$4.00 on base hourly rate
  - 52m – \$2.00 on base hourly rate
  - 45m – \$1.00 on base hourly rate
4. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.
5. The Shop rate will be paid for work in the shop but will be restricted to times when an employee has asked for additional hours so that he can perform maintenance and cleaning of trucks. The shop rate shall not be paid during break downs, down time due to cancelled or delayed calls, or boom parties.

**LETTER OF AGREEMENT #1**

**Between**

**CAMBRIDGE CONCRETE PUMPING INC.  
(the Employer)**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
(the Union)**

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**RE: WINTER LAYOFFS**

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The Employer and the Union agree that Pump Operators may take a winter layoff at their request.

If granted, such layoff will be in effect until April 14<sup>th</sup> of any given year.

Recalls based on seniority will be made starting April 15<sup>th</sup> as the workload permits.

A senior driver may bump a junior driver only on and after April 15<sup>th</sup> of any given year, if not recalled to work.

Pump Operators must make arrangements with the Employer to maintain insurance coverage.


Signed this 6<sup>th</sup> day of February, 20 13.

For the Employer



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For the Union



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LETTER OF AGREEMENT #2

Between

CAMBRIDGE CONCRETE PUMPING INC.  
(the Employer)

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA  
(the Union)

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RE: ELIMINATION OF BONUS SYSTEM

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In consideration of the elimination of the bonus system, all employees employed as at December 1, 2012, will receive a one time, lump sum bonus of six hundred dollars (\$600.00), paid by separate cheque/deposit.

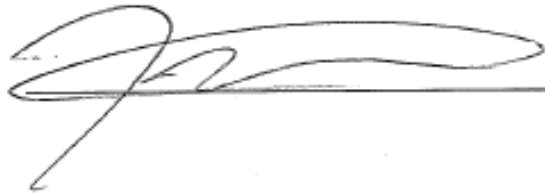
Signed this 6<sup>th</sup> day of February, 20 13.

For the Employer



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For the Union



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**LETTER OF AGREEMENT #3**

**Between**

**CAMBRIDGE CONCRETE PUMPING INC.  
“The Employer”**

**and**

**CHRISTIAN LABOUR ASSOCIATION OF CANADA  
“The Union”**

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**RE: PART-TIME CASUAL EMPLOYEES**

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Whereas the Employer periodically makes use of part-time casual drivers; and,

Whereas such positions are captured by the collective agreement, but given no treatment or distinction therein;

The above parties hereby enter into this Letter of Agreement to make clear certain terms and conditions of employment, which are as follows;

1. Part-time casual employees shall be paid an hourly rate identified in Schedule “A” of the Collective Agreement. The level on the grid shall be determined at the time of the employee’s hire. They shall not advance through the increasing levels of the wage grid provided by Schedule “A” while employed as part-time employees, except at the discretion of the Employer.
2. A part-time employee shall accrue no seniority rights.
3. Part-time casual employees shall receive no benefits or pension plan contributions, however, they shall receive vacation pay calculated as four percent (4%) of their earnings.
4. In lieu of benefits and pension, the Employer agrees to provide an in-lieu premium equal to five percent (5%) of the employee’s base wage.
5. All work offered to part-time casual drivers shall be offered in the manner as described at Article 8.06, such that part-time employees shall only be asked to work after all regular full-time employees have been so offered/scheduled to work.

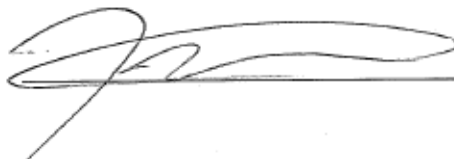
Signed this 6th day of February, 20 13.

For the Employer



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For the Union



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