

# **COLLECTIVE AGREEMENT**

---

**Between**

**DEGRANDIS CONCRETE PUMPING INC.**

**and**

**CONSTRUCTION WORKERS LOCAL 6  
affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

---

**October 1, 2010 – September 30, 2011**

## TABLE OF CONTENTS

Article 1 - Purpose.....	1
Article 2 - Recognition .....	2
Article 3 - Union Representation .....	3
Article 4 - No Strikes Or Lockouts .....	4
Article 5 - Employment Policy And Union Membership .....	4
Article 6 - Checkoff.....	5
Article 7 - Wages And Rates Of Pay .....	5
Article 8 - Hours Of Work And Overtime.....	6
Article 9 - Vacations And Vacation Pay .....	8
Article 10 - Holidays .....	9
Article 11 - Seniority And Layoffs .....	10
Article 12 - Health Insurance .....	10
Article 13 - Pension .....	12
Article 14 - Safety.....	12
Article 15 - Rest Periods.....	13
Article 16 - Leaves Of Absence.....	13
Article 17 - Grievance Procedure .....	14
Article 18 - Arbitration.....	15
Article 19 - Discharge, Suspension And Warning.....	15
Article 20 - Duration.....	16
Schedule A.....	17
Letter Of Understanding #1 .....	18
Letter Of Understanding #2 .....	19

## COLLECTIVE AGREEMENT

Between

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

and

**CONSTRUCTION WORKERS LOCAL 6** affiliated with the  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
(hereinafter referred to as "the Union")

**October 1, 2010 – September 30, 2011**

---

### 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 the Union as the exclusive bargaining agent and that this Agreement applies to all employees of DeGrandis Concrete Pumping Inc. working in the Province of Ontario save and except supervisors, persons above the rank of supervisor and 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, qualify 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 employees home when this is not warranted by the workload.

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

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 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.
- 5.03 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(s), address(es) and classification(s) of any new employee(s) at the time such employee(s) commence(s) employment. Probationary employees are not entitled to Benefits (Article 12) Pension Plan (Article 13) and Holidays (Article 10).
- 5.04 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.

- 5.05 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.
- 5.06 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 fee deducted and remitted on behalf of the employee; and
  - 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; and
  - 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

- a. Pump Operators will be responsible to call in between 7:00 p.m. and 6:00 a.m. to find out whether they are scheduled to work and their reporting time. Pump Operators who are laid off will be contacted by the Employer if they are scheduled to work.
- b. Employees who are “on call” have to be available for work until 10:30 a.m. Employees who want “off call” before 10:30 a.m. must check with dispatch that morning.
- c. The Employer will endeavour to call all available employees for work that becomes available by 10:30 a.m.

## **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

- a. 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.
- b. An operator’s request for layoff will be considered and granted depending on the reason for the request and business requirements.

8.03

- a. Work performed in excess of forty four (44) hours per week shall be paid at the rate of time and one half (1½) times the regular rate of pay.
- b. Work performed in excess of ten (10) hours per day shall be paid at the rate of time and one half (1½) times 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 8:00 p.m. shall be paid at one and one-half times (1½x) the regular rate of pay if the work is:
  - i. West of Highway 6 South (to airport);
  - ii. Any institutional, commercial, industrial (ICI) work; and/or,
  - iii. Any job where this cost is included in the bid price.

Overtime after 8:00 p.m. will not be for cleaning plugged-up pipes.

The above provisions do not apply to work performed after ten (10) hours per day.

- 8.04 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.

8.05

- a. **Starting Time**  
Daily call in preference and starting times will be done in order of seniority as per Article 11.01 and requested/required pump.

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.

8.06 **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 8.05, **Error! Reference source not found., Error! Reference source not found..**
- 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 (1½) times 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 layoffs 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 per cent (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 for employee and family with vision care benefits at two hundred dollars (\$200.00) every two (2) years.
  - vii. Semi-Private hospital coverage with no deductible for employee and family;
  - viii. Employee & Family Assistance Program;
  - ix. Short Term Disability Insurance paying 66 $\frac{2}{3}$ % of earnings to a maximum of \$500 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 The Employer shall remit the monthly premium costs for each eligible employee to the Union's Health and Welfare Trust Fund, together with, and in the same manner as union dues, as described in Article 6.01.
- 12.03 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.
- 12.04 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.

- 12.05 The employer agrees to maintain benefits and pay the premium cost for same, as required by government statute or regulation.
- 12.06 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.

### **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 two dollars (\$2.00) to the Union Pension Plan 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's Benefit Administration Office 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. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration Office.
- 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, and in the same manner as union dues, 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 pumps 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 pumps. Employees are required to fill out daily pump report sheets.
- 14.03 The Employer agrees to supply all employees with appropriate hats, masks, gloves, filters and goggles free of charge where this equipment and clothing is required. The Employer agrees to reimburse each employee one hundred and twenty-five dollars (\$125.00) per calendar year for the purchase of approved safety footwear or clothing. Coveralls will continue to be supplied and cleaned by the Company.

### **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 - GRIEVANCE PROCEDURE**

- 17.01 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.
- 17.02 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.
- 17.03 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.
- 17.04 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.

**17.05 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 18 - ARBITRATION**

- 18.01 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration service the other party with written notice within fourteen (14) calendar days after receiving the decision at Step 2 of the grievance procedure.
- 18.02 The parties agree to the use of a sole Mediator/Arbitrator. If they are unable to agree to the selection of a Mediator/Arbitrator, either party may request the Ministry of Labour to appoint an impartial Arbitrator.
- 18.03 The Mediator/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.
- 18.04 The cost of the Mediator/Arbitrator will be shared by both parties.

**ARTICLE 19 - DISCHARGE, SUSPENSION AND WARNING**

- 19.01 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.

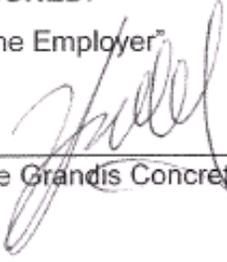
- 19.02 An employee may be suspended or discharged for proper cause by the Employer. Within five workdays following suspension or discharge, the employee involved together with a CLAC Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may file a grievance at Step 2 or submit the complaint to arbitration.

**ARTICLE 20 - DURATION**

- 20.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of October, two thousand and ten (2010) and shall remain in effect until the thirtieth (30<sup>th</sup>) day of September, two thousand and eleven (2011) 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.

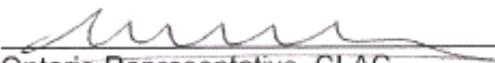
**SIGNED:**

"the Employer"

  
\_\_\_\_\_  
De Grandis Concrete Pumping Inc.

\_\_\_\_\_  
De Grandis Concrete Pumping Inc.

"the Union"

  
\_\_\_\_\_  
Ontario Representative, CLAC

  
\_\_\_\_\_  
CLAC Member

Signed at Brantford, Ontario this 6th day of January, 2011.

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

**Previous**

	Hourly Rate	Vacation Pay		Stat Pay	Pension	Benefits	Bonus	Total
1-3 years	29.85	4%	1.19	1.14	2.00	2.30	0.57	37.06
3 years	29.85	5%	1.49	1.14	2.00	2.30	0.57	37.36
4 years	29.85	6%	1.79	1.14	2.00	2.30	0.57	37.66
10 years	29.85	8%	2.39	1.14	2.00	2.30	0.57	38.25

**October 1, 2010**

	Hourly Rate	Vacation Pay		Stat Pay	Pension	Benefits	Bonus	Total
1-3 years	30.50	4%	1.22	1.14	2.00	2.30	0.57	37.73
3 years	30.50	5%	1.53	1.14	2.00	2.30	0.57	38.04
4 years	30.50	6%	1.83	1.14	2.00	2.30	0.57	38.34
10 years	30.50	8%	2.44	1.14	2.00	2.30	0.57	38.95

**December 1, 2010**

	Hourly Rate	Vacation Pay		Stat Pay	Pension	Benefits	Bonus	Total
1-3 years	30.55	4%	1.22	1.14	2.00	2.30	0.57	37.78
3 years	30.55	5%	1.53	1.14	2.00	2.30	0.57	38.09
4 years	30.55	6%	1.83	1.14	2.00	2.30	0.57	38.39
10 years	30.55	8%	2.44	1.14	2.00	2.30	0.57	39.00

**April 1, 2011**

	Hourly Rate	Vacation Pay		Stat Pay	Pension	Benefits	Bonus	Total
1-3 years	30.55	4%	1.22	1.14	2.25	2.30	0.57	38.03
3 years	30.55	5%	1.53	1.14	2.25	2.30	0.57	38.34
4 years	30.55	6%	1.83	1.14	2.25	2.30	0.57	38.64
10 years	30.55	8%	2.44	1.14	2.25	2.30	0.57	39.25

\*Approximate cost per hour; Employer pays 100% of monthly premium cost.

**Notes**

- a. Any Operator who is designated as lead hand by the Employer, shall receive a premium of fifty cents (50¢) per hour.
- b. New operators hired after October 1, 2007:
  - 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
- c. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.
- d. Shop rate - \$20.00 per hour

**LETTER OF UNDERSTANDING #1**

**Between**

**DE GRANDIS CONCRETE PUMPING INC.**

**and**

**CONSTRUCTION WORKERS LOCAL 6 affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

---

**RE: WINTER LAYOFFS**

---

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 at Brantford, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Employer

For the Union

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**Between**

**DE GRANDIS CONCRETE PUMPING INC.**

**and**

**CONSTRUCTION WORKERS LOCAL 6 affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

---

**RE: BONUS SYSTEM**

---

The Employer and the Union hereby understand and agree to establish a system of bonuses to recognize employee performance in the following categories:

- CVOR
- Health & Safety
- Job Performance

The monetary value is approximately fifty-seven cents (57¢) per hour.

The bonuses will be paid out in lump sums according to the following schedule:

<b>For the period October 1, 2010 – September 30, 2011</b>	
CVOR (75% personal driving record, 25% Co. CVOR)	\$400 – 50% paid each 6 month period
Health & Safety	\$400 – 50% paid each 6 month period
Job Performance	\$400 – 50% paid each 6 month period

Lump sum payments will be made within one (1) month after each six (6) month period.

Signed at Brantford, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Employer

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_