



**COLLECTIVE AGREEMENT**

**BETWEEN**

**SARNIA CONCRETE PRODUCTS LIMITED**

**AND**

**TEAMSTERS UNION LOCAL 879**

**Expiry Date: May 31, 2019**

## 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 orderly system for the promotion, transfer layoff and recall of employees.
  - d) To establish a prompt, just and equitable procedure for 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 between the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 It is agreed that 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 of such rights and privileges.

## ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or as classified in Schedule "B" attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in the Certificate issued by the Ontario Labour Relations Board dated May 25, 1982, that is all employees, save and except foremen, persons above the rank of foreman, labourers and office staff.
- 2.03 Except in cases of emergency, non-working foreman, supervisors and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 2.04 It is agreed by the parties that 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 or sub-contracting of any work normally done by any employees in the bargaining units, except by the mutual

agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.

2.05 The Employer agrees that the Union and its duly appointed representatives 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 thereto.

2.06 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 make, alter and amend rules of conduct and procedure for employees, provided that such rules are consistent with the purpose and terms of this Agreement and are 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 in Article 17.
- d) the Union agrees to uphold the rules and regulations of the Employer 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 and regulations established by the Employer and not conflicting with this agreement.
- e) the Union agrees to cooperate with the Employer 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 laws in reference to driving.
- f) the Union recognizes the need for improved methods and output in the interests of employees and the business, and agrees to cooperate with the Employer in the installation of such methods and in the education of its members in the necessity of such changes and improvements.
- g) the Union recognizes the need for conservation and elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

- 2.07 The Employer may subcontract 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.

Work normally performed by members of the bargaining unit will not be sub-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, demoted or discharged as a result of the subcontracting out of work.

- 2.08 The Employer agrees that no driver shall be displaced as a result of the engagement of Brokers to perform work normally performed by drivers during the life of this Agreement.

### 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. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b) Union Representatives are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' Collective Bargaining Rights and 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 in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of 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, as well as for time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the Stewards concerned.

- 3.04 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 Union Representative may attend such meetings if that is requested by an Employee, or by the Employer.
- 3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

#### 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 agrees that all present employees covered by this Agreement, except the new employees during their probationary period, shall, as a condition of employment, become and remain members of the Union in good standing.
- 5.02 The Employer agrees that when new employees are hired they shall sign an application for membership in the Union, and also Union dues deduction and initiation deduction forms on the date of hire, such forms to be supplied by the Union. The Employer will forward these forms to the Union at the same time as Union dues are remitted.
- 5.03
- a) When new employees are hired, the Employer agrees to deduct the Union initiation fee in two equal payments in a thirty day period, and to remit such deductions to the Union when sending in monthly dues with the list naming the employees involved.
  - b) The Employer agrees, for the duration of this Agreement, to deduct from the last pay cheque of each month the monthly dues of each eligible employee covered by this Agreement, and to remit such monies so deducted to the Head Office of the Union, along with a list of the employees from whom the money was deducted, not later than ten (10) days following the date upon which such monies were deducted.

- 5.04 The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made. The Employer will also submit the starting dates and names of all new employees with the monthly remittance.
- 5.05 If an employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work.
- 5.06 Upon returning to work, an employee who is on a withdrawal card shall deposit same with the Employer who in turn will submit it to the Union at the time of dues remittance.
- 5.07 The Employer will not be required to dismiss or suspend employees from employment who have been expelled or suspended by the Union, unless such expulsion or suspension by the Union was for a just cause. Disputes will be subject to the grievance procedure, and arbitration if necessary.
- 5.08 The Employer shall show the yearly Union monthly dues deduction on the employees' T4 slips.

#### ARTICLE 6: WAGES AND RATES OF PAY

- 6.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A".
- 6.02 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.
- 6.03 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, providing the employee remains at the job site for two (2) hours. In cases of inclement weather conditions, the Employer shall call the employees to inform them whether or not they shall report for work.

#### ARTICLE 7: OVERTIME AND SUNDAY LABOUR

- 7.01 The regular work week shall consist of forty-four (44) hours, four nine (9) hour days Monday through Thursday, and an eight (8) hour day on Friday, with one-half (½) hour for lunch daily, to be taken between 11:00 a.m. and 1:00 p.m.

- 7.02 Employees who are required to work in excess of forty-four (44) hours per week, or in excess of nine (9) hours per day, Monday through Thursday, and eight (8) hours on Friday, shall be paid at the rate of time and one-half (1½) the regular rate of pay.
- 7.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay, irrespective of weekly hours.
- 7.04 The Employer agrees, if possible, to provide employment, which will give annual earnings on the basis of a weekly average of forty (40) hours, calculated annually from July 1<sup>st</sup>.
- 7.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours irrespective of weekly hours.
- 7.06 When an employee reports to work between the hours of 4:00 p.m. and midnight, the work shall be considered an off-shift and the employee will receive an off-shift premium of twenty-five cents (\$.0.25) per hour for all hours worked during that off-shift. Double the basic rate will be paid for work performed after 9:00 a.m. to those employees assigned to an off-shift. An off-shift on a Friday may continue into Saturday at straight time.

#### ARTICLE 8: VACATIONS AND VACATION PAY

- 8.01
- a) Employees who have completed less than five (5) years of service with the Employer shall receive two (2) weeks vacation with pay equal to four percent (4%) of their annual gross earnings.
  - b) Employees who have completed more than five (5) years but less than ten (10) years of service with the Employer shall receive three (3) weeks vacation with pay equal to six percent (6%) of their annual gross earnings.
  - c) Employee who have completed more than ten (10) years but less than twenty (20) years of service with the Employer shall receive four (4) weeks vacation with pay equal to ten percent (8%) of their annual gross earnings.
  - d) Employee who have completed more than twenty (20) years but less than twenty-five (25) years of service with the Employer shall receive four and one-half (4 1/2) weeks vacation with pay equal to nine percent (9%) of their annual gross earnings.

e) Employee who have completed more than twenty-five (25) years of service with the Employer shall receive five (5) weeks vacation with pay equal to ten percent (10%) of their annual gross earnings.

8.02 The Employer will grant vacation at the times requested during the months of June, July, August and September. Every employee shall, upon request, receive a minimum of two (2) weeks vacation during the above-named months. In case of two employees requesting the same time, seniority shall be the determining factor. Employees must request their summer vacation during the first week of May. The Employer will post the vacation schedule during the second week of June and such posting will remain until all vacations have been completed.

8.03 Each employee shall take the full yearly vacation period to which he is entitled, except as provided for in Article 8.04.

8.04 Employees who have been off work for any reason, for a period of one month or more, may not be required to take vacation time off.

#### ARTICLE 9: HOLIDAYS

9.01 The Employer agrees to pay, at regular rates of pay, for eight and one-half (8½) hours per day, or nine (9) hours per day, depending on which day the holiday falls, for the following nine (9) holidays:

New Year's Day	Good Friday	Victoria Day
Dominion Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
December 24 <sup>th</sup>	FAMILY DAY RB	

Heritage Day will be added as a paid holiday if proclaimed during the contract.

9.02 If an employee is required to work on one of the holidays mentioned under Article 10.01, he shall be paid at the rate of two (2) times the regular rate in addition to his holiday pay.

9.03 Should any of the holidays mentioned under Article 10.01 fall during the vacation period of an employee; he shall be paid for such holiday at the regular rate in addition to his vacation pay.

9.04 The provisions outlined in Article 10.01 shall apply only to employees who:

a) have worked or are available for work the regularly scheduled work day immediately preceding and the regularly scheduled work day

immediately following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday, except in the case of extended leaves of absence;

- b) have not been laid off for more than thirty (30) days prior to the holiday, provided they have been employed six (6) months.
- c) have not been off due to sickness for more than thirty (30) days provided they have been off a minimum of five (5) consecutive work days before or after the holiday.

#### ARTICLE 10: SENIORITY AND LAYOFFS

- 10.01 Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of sixty (60) calendar days and their respective seniority shall be dated back to the date of beginning of employment.
- 10.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction. A copy of the seniority list will be sent to the Union Office once in each contract year.
- 10.03 Seniority right shall cease for any employee who:
  - 1) Voluntarily quits the employ of the Employer;
  - 2) Is discharged and such discharge be not reversed through the Grievance Procedure;
  - 3) Fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
  - 4) Is laid off for a continuous period of more than eighteen (18) consecutive months.
- 10.04 In case of layoffs, the Employer will give such recognition to the seniority standings of the employees as the continued proper performance of his work will permit. Ability to perform available work being relatively equal, the rule shall prevail that the employee having most seniority shall be laid off last and recalled first.
- 10.05 The Employer shall give twenty-four (24) hours' notice of layoff to the employees and will meet with a Steward or Union Representative, if he so requests, at least twenty-four (24) hours prior to the layoffs in order to review the layoff.

- 10.06 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) work days after the layoff took place.
- 10.08 Any employee laid off and recalled for work must return within two (2) work days when unemployed and within seven (7) work days when employed elsewhere after being recalled or make definite arrangements with the Employer to return.
- 10.09 When it is necessary to lay off or rehire the employees to be laid off or rehired, it shall be selected on the basis of seniority within their classification combined with qualifications, skill and ability.
- 10.10 For the purpose of layoff and day to day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in excluding the senior man.
- 10.11 When not every employee is in to work but there is a conveyer truck order, a designated conveyer operator can be called in ahead of a more senior non-designated conveyer driver, and that employee can be allowed to put in four (4) hours work in case the conveyer order is cancelled in the meantime.

#### ARTICLE 11: HEALTH AND ACCIDENT SICKNESS INSURANCE

- 11.01 All current employees will be red circled for changes to the drug plan concerning the ten thousand dollar (\$10,000.00) cap and all drugs will be covered in excess of the ten thousand dollar (\$10,000.00) cap for these employees.

All new employees for the first five (5) years of employment will have their drug coverage capped at the ten thousand dollar (\$10,000.00) per year limit.

After five (5) years of employment the cap will be lifted and the cap will not apply to these employees.

All employees hired after July, 2010, will have their drug coverage capped at the ten thousand dollar (\$10,000.00) per year limit.

Short term to provide coverage of \$527.00 per week to escalate with the

E.I. max.

First day injury 8<sup>th</sup> day of sickness for 89 weeks of coverage after which on the 90<sup>th</sup> week long term disability plan will be activated for a three (3) year period to a maximum of \$1,500.00 per month benefit.

In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to contribute the following:

- a) One Hundred percent (100%) of the monthly premium cost of the Employer's Health Tax for all employees who have completed their probationary period.
- b) One Hundred percent (100%) of the premium cost of a sickness/accident indemnity plan; also:  
a life insurance policy of \$48,000.00 and \$48,000.00 A.D. & D. for the first year of the contract;  
a life insurance policy of \$48,000.00 and \$48,000.00 A.D. & D. for the second year of the contract;  
a life insurance policy of \$50,000.00 and \$50,000.00 A.D. & D. for the third year of the contract;  
for all employees who have completed their probationary period.
- c) One Hundred percent (100%) of the premium cost of a Prescription Drug Plan providing employees and dependents with one hundred percent (100%) coverage with a two dollar (\$2.00) co-pay.
- d) Co-pay, Company Ninety Percent (90%) and Employee Ten Percent (10%) of the premium cost of a Dental Plan providing employees and dependents with one hundred percent (100%) coverage with no deductible for all employees who have completed their probationary period.
- e) A vision care plan for employees and/or dependents only to provide prescribed eye glasses or contact lenses to a maximum of \$300.00 every two (2) years.

NOTE:

A.D. & D. and Life: Coverage goes to fifty percent (50%) at age sixty-five (65) and terminates at age seventy-one (71) or retirement.

11.02

The provisions of Article 11.01 shall continue for:

- a) One (1) year if employee is off work due to a work related injury.
- b) Three (3) months if employee is laid off, provided the employee has completed one (1) year of service with the Employer.

- c) Three (3) months for all employees who are off due to illness or a non-work related injury.

### 11.03 Medical Examinations

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

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If an employee with seniority takes a medical exam during normal working hours, he shall be paid for the time involved. One working day's notice shall be given for the examination.
- (2) If the medical examination is taken after working hours, the employee shall not be paid for the time involved but shall in such cases receive at least one week's notice prior to the appointment with the examiner.

## ARTICLE 12: TOOLS

- 12.01 All tradesmen shall supply their own tools, except power tools and specialized tools. The tools shall remain the property of the employees.

## ARTICLE 13: PROTECTIVE EQUIPMENT

- 13.01 The employees shall wear safety hats, clothing and other protective equipment if required, in their duties, purchased at the expense of the Employer. The Employer further agrees to provide an employee with appropriate noise guards when an employee is required to work with an air hammer or similar equipment.
- 13.02 The Employer agrees to provide each employee with a rain suit. Employees must sign for such a suit and pay a deposit and in case of loss, they must replace such rain suit at their own expense. The rain suit shall remain the property of the Employer.
- 13.03 All protective equipment shall remain the property of the Employer.

13.04 The Company shall continue to provide cover-alls according to the present policy for each of its employees.

#### ARTICLE 14: REST PERIODS

14.01 There shall be two rest periods (or coffee breaks) with pay of ten (10) minutes duration each, daily, one in the forenoon and one in the afternoon.

#### ARTICLE 15: LEAVE OF ABSENCE

15.01 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:

- 1) Marriage;
- 2) Sickness;
- 3) Death in the immediate family;
- 4) Union activity other than this establishment;
- 5) Visiting out of the country.

At the discretion of the Employer, any employee covered by this agreement will be granted a leave of absence, which will not be recognized as binding unless the said application is in writing and approved and signed by the Employer, showing the date such leave is granted and the date that it expires. No leave of absence shall be valid for more than three (3) consecutive months after the date of the last work performed.

15.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

15.03 The immediate family in this Article shall mean mother, father, mother-in-law, father-in-law, brother, sister, spouse, children, and grandchildren of the employee.

15.04 On a one (1) time basis only, any driver who loses their driving privileges under law, shall automatically be granted a leave of absence for up to twelve (12) months without loss of seniority, but without entitlement to any benefits of this agreement. However, drivers convicted of drunk driving, impaired driving under the influence of drugs or negligent driving while

operating a company owned or leased vehicle, may be discharged immediately.

- 15.05 Any driver who loses their driving privileges by government action must notify the employer in writing immediately.

#### ARTICLE 16: BEREAVEMENT PAY

- 16.01 In the event of a death in the immediate family, (father, mother, spouse, son, daughter, brother, sister, grandparents, grandchildren, step parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew), an employee will be given the necessary time off and will be paid three (3) days' pay at eight and one half (8½) hours at the regular hourly rate of pay.

#### ARTICLE 17: GRIEVANCE PROCEDURE

- 17.01 The parties to this Agreement recognize the Stewards and the Union Representative specified in Article 3 as the agent 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 of condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The 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 Union 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 17 by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or Union 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 Union Representative, submit the same to his immediate supervisor within five (5) work days of the act or

condition causing the grievance. This supervisor will deal with the grievance not later than the third work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing within three (3) work days following the said meeting.

Step 2 If the grievance is not settled under Step 1, a Union Representative may within five (5) work days of the decision under Step 1, or within five (5) work days 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 (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union representative of his decision in writing within three (3) work days following the said meeting.

#### ARTICLE 18: ARBITRATION

- 18.01 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.
- 18.02 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.
- 18.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) 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 (7) days of their appointment, either party may request the Ministry of Labour to appoint an impartial Chairman.
- 18.04 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 18.05 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.
- 18.06 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.

- 18.07 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 18.03, 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.
- 18.08 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 17 and Article 18 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 18.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day 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.
- 18.10 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.
- 18.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

#### ARTICLE 19: DISCHARGE SUSPENSION AND WARNING

- 19.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the office of the Union.
- 19.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) work days following suspension or discharge the employee involved, together with a Union Representative may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) work days following the interview, the Union may submit the complaint to arbitration.

#### ARTICLE 20: GENERAL

- 20.01 Employees reporting for the purposes of educational and or safety meetings will be paid at their basic, non-overtime hourly rate.

ARTICLE 21: DURATION

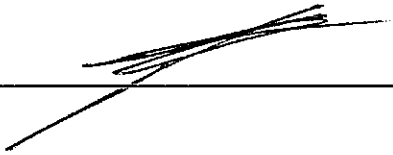
21.01 This Agreement shall be effective upon ratification and shall remain in effect until the 31<sup>st</sup> day of May, 2019 and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to cancel, change or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

21.02 Negotiations shall begin within thirty (30) days following notification from amendment as per the preceding paragraph.

Signed in SARNIA on 27<sup>th</sup> July, 2016.

For the Company:

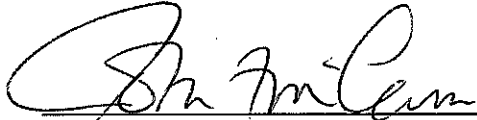
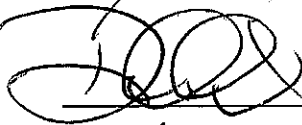
SARNIA CONCRETE PRODUCTS LTD.

  
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Roy Botma  
Authorized Representative of  
Sarnia Concrete Products Ltd.

For the Union:

TEAMSTERS UNION LOCAL 879

  
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Martin Liff  
Authorized Representative of  
Teamsters Union Local 879

SCHEDULE "A"

CLASSIFICATIONS AND HOURLY RATES

Classification	Current	June 1, 2016	June 1, 2017	June 1, 2018
Mixer Driver	\$ 27.71	\$ 27.86	\$ 28.06	\$ 28.31
Batcher Driver	\$ 27.71	\$ 27.86	\$ 28.06	\$ 28.31
Licensed Mechanic	\$ 28.57	\$ 28.72	\$ 28.92	\$ 29.17
Labourer	\$ 27.18	\$ 27.33	\$ 27.53	\$ 27.78
Pump Truck Operator	\$ 28.73	\$ 28.88	\$ 29.08	\$ 29.33
Yard Man	\$ 27.86	\$ 28.01	\$ 28.21	\$ 28.46
Tractor Trailer Mixer	\$ 27.71	\$ 27.86	\$ 28.06	\$ 28.31
Apprentice Mechanic	\$ 28.57	\$ 28.72	\$ 28.92	\$ 29.17

**Apprentice Mechanic:**

1st year	\$6.00 less top rate
2nd year	\$5.00 less top rate
3rd year	\$4.00 less top rate
4th year	\$3.00 less top rate
5th year	\$2.00 less top rate
Top rate	current year

**Probationary Employees**

New employees will receive three dollars (\$3.00) per hour less than the classification rate during the first twelve (12) months of employment, after which the employee will receive two dollars (\$2.00) per hour less than the classification rate during the next twenty-four (24) months of employment, after which the employee will go the full classification rate of pay.

Except for licensed mechanics, it is agreed that a working foreman shall receive twenty-five cents (.25¢) per hour in addition to his basic rate.

Employees operating a conveyor equipped ready-mix truck will be paid a flat premium of Ten Dollars (\$10.00).

## SCHEDULE "B"

### PENSION

Once an employee has worked six (6) days in the month the Company agrees to contribute the sum of Five Hundred and Sixty Dollars (\$560.00) per month to a group R.R.S.P. on behalf of the said employee.

Vacation time taken while not on layoff will be counted as time worked for the purpose of the monthly contribution.