

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**SCHURMAN CONCRETE LIMITED**  
**AND**  
**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 942**

**JUNE 12, 2022**

**to**

**JUNE 9, 2024**

## Table of Contents

ARTICLE I – DEFINITIONS .....	1
ARTICLE II – PURPOSE .....	2
ARTICLE III – RECOGNITION .....	2
ARTICLE IV – UNION SECURITY .....	2
ARTICLE V – STRIKES AND LOCKOUTS .....	3
ARTICLE VI – UNION REPRESENTATION .....	4
ARTICLE VII – MANAGEMENT RIGHTS .....	4
ARTICLE VIII – SENIORITY .....	5
ARTICLE IX – GRIEVANCE PROCEDURE .....	7
ARTICLE X- HOURS OF WORK AND OVERTIME .....	8
ARTICLE XI – WORK ASSIGNMENT/TRANSFER .....	9
ARTICLE XII – WAGES .....	9
ARTICLE XIII – HOLIDAYS .....	10
ARTICLE XIV – VACATION .....	10
ARTICLE XV – BENEFITS .....	11
ARTICLE XVI – BEREAVEMENT LEAVE .....	12
ARTICLE XVII – TOOL ALLOWANCE .....	12
ARTICLE XVIII – DISCIPLINE .....	12
ARTICLE XIX – HEALTH AND SAFETY .....	12
ARTICLE XX – DURATION OF AGREEMENT .....	14
SCHEDULE A .....	15
SCHEDULE B .....	16
SCHEDULE C .....	17
SCHEDULE D .....	18
SCHEDULE E .....	19
SCHEDULE F .....	20

## COLLECTIVE LABOUR AGREEMENT

Made this 9<sup>th</sup> day of August 2022, between

SCHURMAN CONCRETE LIMITED of Summerside in Prince County, in the Province of Prince Edward Island, of the first part, and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 942, of the second part

### **ARTICLE I – DEFINITIONS**

1.01 It is agreed by the parties that except where a contrary intention appears in this Agreement:

- a) Bargaining Unit means the unit composed of all Employees of Schurman Concrete Limited employed in and in connection with the Ready-Mix Concrete plants at Summerside and Charlottetown, including equipment operators, mechanics, truck drivers, forklift operators, labourers and concrete pump operators in the said Division and at the said locations, but excluding office personnel, carpenters, electricians, plumbers, foremen, persons above the rank of foremen and those excluded by Section 7, Sub-section 2(a) and (b) of the Labour Act of Prince Edward Island.
- b) Regular Employee means all of the Employees of the Company in the Bargaining Unit who have achieved seniority status;
- c) Company means the Concrete Division of Schurman Concrete Limited in Summerside and Charlottetown, Prince Edward Island;
- d) Employee means all of the Employees of the Company in the Bargaining Unit;
- e) “Shall” is imperative and “may” is permissive;
- f) Union means International Union of Operating Engineers, Local 942;
- g) Words importing male persons include female persons and words in the singular include the plural and words in the plural include the singular;
- h) Every Schedule attached hereto is a part of this Agreement.

## **ARTICLE II – PURPOSE**

2.01 The purposes of this Agreement are:

- a) to promote and maintain harmonious relations between the Company and its Employees and to establish rules governing relations between them;
- b) to facilitate the solution of such problems within the jurisdiction of the Agreement, as may arise from time to time;
- c) to establish and maintain a high degree of discipline and efficiency;
- d) to provide for the profitable operations of the Company under methods that will further;
  - i) the safety and welfare of the Employees;
  - ii) the development of maximum efficiency for the successful and profitable operation of the Company's business;
  - iii) maintain and improve the quality and quantity of production and services;
  - iv) the cleanliness of plant, machinery, equipment and methods of production;
  - v) the conservation and protection of plant, machinery and equipment;
  - vi) the avoidance of waste of products, materials and time;
  - vii) the protection of the interests of producer and consumer as well as the Company and its Employees.

## **ARTICLE III – RECOGNITION**

3.01 The Company recognizes the Union as the sole collective bargaining agent for all of the Employees of the Company in this Bargaining Unit.

3.02 Insofar as the law permits, the Company will not bargain during the term of this Agreement with any other labour organization affecting these Employees.

3.03 The Company will not act or be required to act upon any question of jurisdiction that may arise between the Union and any other union.

## **ARTICLE IV – UNION SECURITY**

4.01 Upon receipt of written authorization, in the form set out in Schedule A to this agreement, the Company agrees that it will deduct from the Employee's earnings on the first pay in each calendar month, or other date as is agreed upon, during the term of this agreement, the amount of the union dues together with any special assessment authorized to be deducted. It shall be the responsibility of the Union to notify the Company of the amount of the dues and of the date and amount of any special assessment. The total sum of the amounts so deducted will be transmitted to the Financial Secretary, International Union of Operating Engineers, Local 942, 25 Kensington Court, Charlottetown, PEI, C1A 8K4, by the twentieth day of the same calendar month.

- 4.02 The Company shall grant one Employee selected by the Union, one workday per calendar year, without loss of pay or benefits, to represent the Union at a meeting, conference or workshop.
- 4.03 The Company shall notify the Union in writing within seven (7) days of hiring any Employee. New Employees shall sign a Dues Deduction Authorization Card authorizing the deduction of Union dues upon completion of a one (1) week of continuous employment. Employees shall make application for membership in the Union and shall sign an Authorization Card authorizing deduction of initiation fees upon completion of the probationary period.
- 4.04 All Employees who are members of the Union shall maintain membership during the term of the Agreement. No Employee shall be subject to any penalties against his membership or reinstatement as a member in the Union except as provided in the Constitution and Bylaws of the Union.

#### **ARTICLE V – STRIKES AND LOCKOUTS**

- 5.01 The Union agrees that it will not authorize any strike, slowdown, cessation of work, etc., contrary to the Labour Act of Prince Edward Island or otherwise, or designed to imply or impose a condition upon the Company during the term of this Agreement.
- 5.02 The Union and its members, both individually and collectively, agree that it and they will not;
- a) cause, permit, or take part in any slowdown or other curtailment or restriction of production, or interference with work in or about the Company's premises during the term of this Agreement or the course of negotiations for renewal or extension thereof or during the term of any automatic renewal;
  - b) call for, nor hold a strike vote of the members of the Local, during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof.
- 5.03 It is mutually agreed that there will be no strike by or lock-out of Employees during the course of negotiations for renewal or extension of this Agreement, until an attempt has been made in good faith to settle any differences by conciliation or some other form of mediation.
- 5.04 The Company agrees that there will be no lockout or suspension of duties or work, during the term of this Agreement which is designed to imply or impose a condition upon the Employees, or which is contrary to the Labour Act of Prince Edward Island.

## **ARTICLE VI – UNION REPRESENTATION**

- 6.01 a) The Company will recognize an Employee, chosen by the Union, as a Shop Steward. The Company may recognize additional Shop Stewards if operations require;
- b) The Union shall advise the Company in writing of the name of the Employee chosen as Shop Steward, and notify the Company of any change;
- c) If the Shop Steward is on lay-off or absent from work for a period exceeding two (2) weeks, then a temporary Shop Steward shall be appointed within three (3) days and the Company notified in writing.
- 6.02 The Company agrees to permit the International Representative, or the Business Representative of the Union, to enter the Company's premises to interview Union members on Union business, provided that the International Representative, or Business Representative first obtains permission from the Company. The Company will not unreasonably withhold such permission.
- 6.03 The Company will allow the Shop Steward a reasonable amount of time off during working hours, without loss of pay, to investigate and settle grievances, provided that such time does not interfere with the operation of the Company. Whether or not such time interferes with the operation of the Company is the sole decision of the Company. The amount of time off with pay allowed to the Shop Steward shall not be used in computing any overtime entitlement.
- 6.04 The Company agrees that there shall be no discrimination against a Shop Steward for Union activities.
- 6.05 There shall be one representative of the bargaining unit from each of the Charlottetown and Summerside operations participate in the collective agreement renewal negotiations. The Company will compensate each of the two representatives up to 16 hours for working time lost due to negotiation meetings.

## **ARTICLE VII – MANAGEMENT RIGHTS**

- 7.01 All of the rights, powers and authority that the Company had prior to the signing of this Agreement are retained by the Company except those specifically and clearly abridged, delegated, granted or modified by this Agreement, or any Supplementary Agreements that may be made hereafter.
- 7.02 The Management of the Company's business, properties, plant, equipment and vehicles; the direction and distribution of the working forces, including but not limited to the right to hire, suspend, discipline, discharge for cause, lay-off from duty because of lack of work or other legitimate reason, and to promote, demote and transfer; and the determination to change or introduce new or improved production methods, lay-out and equipment, facilities, and methods of transportation and distribution, all remain in and are vested in the Company.

- 7.03 The days of work, daily hours, and starting and quitting times are solely within the discretion of the Company and are included in the rights reserved to the Company by the provisions of this Article.

#### ARTICLE VIII – SENIORITY

- 8.01 a) The Company shall maintain separate seniority lists for each of its branches. In matters of hours of work and overtime, promotions, demotion, lay-off and recall of Employees, seniority shall prevail as long as the Employee has the ability to perform the job function.
- b) With respect to recalls of Employees that do not meet the requirements of Article 10.01(e), during the period from November 1<sup>st</sup> to April 30<sup>th</sup> the Company will recall employees to report for work on the following basis:
- 1) By telephone as per 8.03 (e), the Company shall rotate through the seniority list (top down) until the total number of required employees having the ability to perform the job function are obtained.
  - 2) In the event an Employee cannot be contacted or declines the recall without reasonable cause, he will only be reoffered recall after a full rotation of all Employees on the seniority list has been completed. Each such recall rotation shall commence with one seniority position below the Employee who has:
    - a. the greatest length of service; and
    - b. accepted the previous recall.
- c) The Union and the Company agree that the Company, in order to properly conduct its business, requires the timely services of the Employees and that an Employee's non-response or refusal to a recall could significantly impair the Company's ability to operate. Therefore, the parties agree that if not enough Employees are reached by telephone and/or decline a recall to perform the required work, the Company retains the right to assign the work (the "Mandatory Recall Assignment") to qualified employees, starting with the employee having the least seniority, until the Company has obtained a sufficient number of Employees to perform the required work.
- 8.02 Employees shall not acquire any seniority rights until they have accumulated service of six hundred twenty (620) hours of continuous employment between hiring and lay-off from January 1<sup>st</sup> to December 31<sup>st</sup>, whereupon seniority shall be calculated from the day the Employee was hired. Probationary Employees may be laid off at any time without reference to seniority and the Company shall be under no obligation to re-hire them. If the Company's bonding company at any time refuses to bond an Employee, he may be discharged by the Company without reference to seniority. All overtime hours shall be treated as regular time for the purposes of this definition.

- 8.03 An Employee's seniority rights shall be forfeited for any one of the following reasons;
- a) if he voluntarily resigns or leaves the service of the Company;
  - b) if he is discharged for cause;
  - c) if he is absent for three consecutive working days without first securing permission from the Company, or without reasonable cause;
  - d) if he is continuously out of the employment of the Company for a period exceeding twelve months;
  - e) if he fails to agree to a recall on two (2) consecutive occasions. The notification of recall will be made before 5:00 p.m. for a call into work for the next day. The notification will be documented and a copy provided to the Union if and when requested.
- 8.04 An Employee promoted outside of the Bargaining Unit shall retain previously acquired seniority rights within the Bargaining Unit if he/she is returned to a Bargaining Unit position within one year.
- 8.05 Promotions or transfers shall be on a probationary basis for two months and confirmed only when the promoted Employee has demonstrated his/her ability to perform the work satisfactorily.
- 8.06 With respect to layoffs of Employees that do meet the requirements of Article 10.01(e), the Company agrees to give Employees one week's notice before any lay-off by posting the names of the Employees to be laid off on the Bulletin Board, and such lay-off will be at the end of the week. The Shop Steward shall be supplied a copy of lay-off notices on the date of posting, in person or by mail.
- 8.07 When a vacancy occurs or a new position is created within the Bargaining Units, the Company shall post notice of the position on the Bulletin Board for seven (7) days. The notice shall state all pertinent information relating to the job function. Qualifications for such position shall not be established in an arbitrary or discriminatory manner.
- 8.08 No person outside the branch where the vacancy or newly created position occurs shall be considered for such position until the applications of all qualified Employees within that Branch have been fully processed after which time the same consideration for the position shall be offered to the Employees of the other branch prior to offering the position to an outside applicant.
- 8.09 The Employer shall maintain an accurate seniority list for each branch showing the date upon which each Employee's service commenced. An updated copy of these lists shall be sent to the Union each calendar quarter.
- 8.10 The Company will designate a Bulletin Board, in a conspicuous workplace location, for the use and purposes of the Union. Bulletins and Notices shall be submitted for the approval of the Company before posting.
- 8.11 Employees may transfer from one branch to another without being required to serve a probationary period but their seniority commences for all purposes (except the accumulation of vacation entitlement) at the date at which they start employment at the new branch. An Employee may return to employment at his old branch within two months without losing any seniority at the old branch.



## ARTICLE IX – GRIEVANCE PROCEDURE

- 9.01 Unless a formal request is provided and accepted, Union and Employees' grievances must be taken up within five (5) working days after the alleged grievance has arisen.
- 9.02 Step One  
The Shop Steward or Business Representative of the Union, shall first submit the grievance in writing to the Plant Manager and the Plant Manager's decision shall be rendered within five (5) working days.
- 9.03 Step Two  
Failing satisfactory settlement and within five (5) working days of the Step One decision, the Shop Steward or Business Representative of the Union shall submit the grievance in writing to the Division Manager, who shall meet with the Business Representative of the Union and shall render a decision within five (5) working days.
- 9.04 Step Three  
Failing satisfactory settlement under Step Two, unresolved grievances may be referred in writing to Arbitration within one (1) week of the Step Two decision, as provided herein;
- a) The parties will first make a reasonable effort to agree upon the name of a single arbitrator to hear the grievance;
  - b) Failing agreement on the appointment of a single arbitrator, the grievance will be referred to an arbitration committee composed as follows;
  - c) Three arbitrators, one appointed by the Union, one appointed by the Company within one week of notice of the Union's appointee, and a third appointed by the first two arbitrators within one week of their appointment. If the third is not appointed within this time, either party may apply to the Minister of Labour for the Province of Prince Edward Island to make the appointment.
- 9.05 The decision of a single Arbitrator under 9.04(a) or the decision of the majority under 9.04(b), shall be final and binding upon all parties and shall be rendered within fourteen (14) days following appointment of the Arbitrator(s). The decision shall not alter, modify, or amend any part of this Agreement, nor make any general changes in wage rates agreed upon.
- 9.06 The Company and the Union agree to bear equally the fees and expenses of the single arbitrator if one is appointed under 9.04(b), and of the third arbitrator appointed under 9.04(c).
- 9.07 Company grievances may be initiated at any stage of the Grievance Procedure.
- 9.08 Differences of interpretation of alleged violations of any of the provisions of this Agreement as well as other complaints relating to working conditions shall be considered grievances.

## ARTICLE X- HOURS OF WORK AND OVERTIME

- 10.01 Subject to Management's Rights in Article 7, the hours of work and overtime provisions are as follows;
- (a) The regular work week for all Employees shall consist of forty-five (45) hours from January to April inclusive, and forty-eight (48) hours from May to December inclusive.
  - (b) For the period of November 1<sup>st</sup> until April 30<sup>th</sup>, all regular Employees who are not on layoff and report for work shall be guaranteed a minimum of thirty-five (35) hours per week.
  - (c) For the period of May 1<sup>st</sup> to October 31<sup>st</sup>, all regular Employees who are not on lay-off and report for work shall be guaranteed a minimum of forty (40) hours per week, or a minimum of eight (8) hours per day.
  - (d) When an Employee who is not on lay-off and has accumulated his forty (40) hours, it is agreed seniority may work in reverse in the issuing of any other hours in that work week. It is also understood that when all Employees who are not on lay-off and report to work, have accumulated their forty (40) hours that Article 8.01 shall apply.
  - (e) Prior to regular Employees receiving the benefits of Article 10.01 (b) and (c), they must be recalled ten (10) consecutive working days (Saturday is excluded if not worked) from their last date of lay-off.
- 10.02 Employees are not required to punch out for their meal period provided they remain on Company premises during such meal period. Employees required to work continuously for ten (10) continuous hours shall be entitled to one meal allowance of eleven dollars and twenty five cents (\$11.25) and an additional allowance for every four (4) continuous hours worked thereafter. Claims for meal allowance shall be submitted by the Employee and paid within one week of submission.
- 10.03 Two ten (10) minute breaks shall be provided each day, one in the morning and one in the afternoon, providing it doesn't interfere with scheduled work.
- 10.04 Overtime shall be paid to an Employee at the rate of one and one-half times the Employee's wage rate for all time worked in excess of the regular work week.
- 10.05 Overtime shall be paid to any Employee for all time worked in excess of twelve (12) hours in any one day, at the rate of one and one-half times the Employee's wage rate.
- 10.06 Overtime shall be paid at the rate of two (2) times an Employee's regular wage rate for all time worked on Sunday.
- 10.07 Payment for time worked on holidays shall be in accordance with Article 13. The eight (8) hours holiday pay shall be included in the calculation of the regular work week for the purposes of calculating overtime.
- 10.08 Employees called into work, shall receive at least four (4) hours work at the specified rate of pay providing they choose to remain the four hours. If the job continues for more than four hours, he/she shall be paid for all hours worked.

- 10.09 The Company requests one Mechanic per Branch to be available if called on Saturday.
- 10.10 The Company shall schedule Employees on a rotating basis for all work performed on Saturdays. The schedule shall be posted the first of May each year. Employees may switch shifts with other Employees if they make the Plant Manager aware of such changes one week in advance. Article 11.03 shall apply to all work performed on Saturday when working in a different job classification.
- 10.11 The Company may grant a leave of absence without pay, to any Employee for a legitimate personal reason and such leave will not be reasonably withheld so long as the leave of absence does not interfere with Company operations. A minimum of one (1) day's notice is required. An Employee on an approved leave of absence shall accumulate seniority during his absence for up to six months. The Company shall provide the Union with notice of such leave of absence.

#### **ARTICLE XI – WORK ASSIGNMENT/TRANSFER**

- 11.01 An Employee temporarily assigned to perform work in a classification paying a lower wage rate, shall be paid at his own wage rate for such work.
- 11.02 An Employee temporarily assigned or transferred to work in a trade classification paying a higher wage rate than his own, is entitled to receive the higher wage rate after completion of four (4) hours work.
- 11.03 An Employee who requests a transfer, work assignment or inclusion in a rotation under Article 10.10 in a classification paying a lower wage rate than his own, shall be paid the lower wage rate for such work.
- 11.04 Personnel outside of the Bargaining Unit shall not operate any equipment except in the case of emergency. An emergency shall be defined as a situation where an Employee must unexpectedly leave the work site for the remainder of the day or does not report to work and fails to notify the Company of such, prior to the start of the workday.
- 11.05 Non-bargaining unit Employees may assist a bargaining unit member in the performance of his duties, other than those listed in Article 11.04, but shall not replace bargaining unit personnel.

#### **ARTICLE XII – WAGES**

- 12.01 The schedule of trade classifications and wage rates are set out in Schedule B, which is attached to and forms a part of this Agreement.
- 12.02 Employees shall be paid on Thursday of each week, by electronic transfer, with pay stubs sealed by office personnel prior to distribution.

**ARTICLE XIII – HOLIDAYS**

13.01 The Company agrees to pay holiday pay of eight hours at his/her regular rate for the following eleven (11) holidays, to all regular Employees with four (4) months continuous service.

New Year’s Day	Truth and Reconciliation Day
Islander Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

13.02 Employees working on any of the above ten holidays shall receive one and one-half times their wage rate for all hours worked on such holiday, in addition to any holiday pay.

13.03 Employees absent on the working day either preceding or following any designated holiday shall not be entitled to holiday pay unless the Employee received permission from the Company to be absent. Holiday pay is not payable to an Employee on a leave of absence or on lay-off. Saturday and Sunday shall not be used for the purposes of this Article.

13.04 When any of the above noted holidays fall on Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

**ARTICLE XIV – VACATION**

14.01 Probationary Employees shall be paid vacation pay in accordance with the Employment Standards Act of Prince Edward Island.

14.02 Employees are entitled to vacation as follows;

(a) after completion of one (1) year of service with the Company, an Employee shall be entitled to two weeks vacation, with vacation pay at five (5) percent of the Employee’s total earnings from the remainder of the previous year the Employee qualified for seniority status with the Company;

(b) after completion of five (5) years of service with the Company, an Employee shall be entitled to three (3) weeks vacation, with vacation pay at eight (8) percent of the Employee’s total earnings from the previous year;

(c) after completion of ten (10) years of service with the Company, an Employee shall be entitled to four (4) weeks vacation, with vacation pay at nine (9) percent of the Employee’s total earnings from the previous year.

- 14.03 For the purpose of calculating Employee entitlement to vacation, one (1) year of service with the Company will consist of twelve (12) continuous weeks of employment from January 1<sup>st</sup> to December 31<sup>st</sup> on a yearly basis.
- 14.04 Vacations may be granted at any time, subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by Employees. The choice of vacation periods shall be in accordance with seniority, where practical, provided it does not interfere with the operation of the business.
- 14.05 Every Employee will be encouraged to take his/her vacation in the vacation period in which he becomes eligible for it and will not be encouraged to accept pay in lieu of vacation. Employees employed on a continuous year round basis (unbroken time) shall be required to take a minimum of two (2) weeks annual vacation per calendar year. Vacation time shall not be accumulated from year to year except by mutual agreement between the Company and the Employee.
- 14.06 Employees may request vacation pay not more than four times per calendar year. Payment will be made as a separate deposit from the regular pay. Employees must submit a request in writing no later than the Thursday of the week before they wish to receive payment. On a yearly basis, the Employee may elect to have his vacation pay paid on his weekly pay. All statutory remittances shall be deducted from the vacation pay.
- 14.07 Employees choosing weekly vacation pay shall still be entitled to unpaid vacation time in accordance with 14.02.
- 14.08 The Company and the Employee may arrange a different vacation period if the Employee is unable to take the scheduled vacation because of illness or accident occurring before the vacation commences.
- 14.09 Where during his vacation, an Employee is otherwise entitled to disability benefits, sick leave, or any of the approved leave of absence, he shall be entitled to take his vacation, or part thereof, which has been displaced, at another time or may elect to renounce his sick leave or other benefits and take vacation during the period of convalescence.

#### **ARTICLE XV – BENEFITS**

- 15.01 During the life of this agreement, if the Union so decides to go for its own insurance and welfare package, the Company will agree as long as there are no additional costs to the Company for the duration of the Agreement.
- 15.02 The Company and the Employees shall share the cost of any benefits package. The Company shall be entitled to obtain such coverage with such insurer or in such manner that allows for the best price possible.
- 15.03 The Company and Employee contributions made to the Company sponsored Registered Retirement Savings Program (RRSP) shall be calculated based on the employee's weekly gross earnings as follows:
- Company Contribution – 2.25%
  - Employee Contribution – 3.75%

## **ARTICLE XVI – BEREAVEMENT LEAVE**

- 16.01 When it is necessary for a Regular Employee who has achieved seniority and who is not on lay-off, vacation or a leave of absence, to be absent on a regular working day to arrange and attend the funeral of his/her immediate relative (father, mother, father-in-law, mother-in-law, spouse, common-law spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, grandparents or grandchild) he is entitled to be absent for not more than three (3) working days paid at his wage rate for eight (8) hours per day.
- 16.02 A Regular Employee absent on a scheduled working day to serve as a pallbearer at a funeral, shall receive eight hours pay at his/her regular rate.

## **ARTICLE XVII – TOOL ALLOWANCE**

- 17.01 The Company shall pay a tool allowance of one hundred and fifty dollars (\$150.00) on a yearly basis for mechanics who are required and responsible for supplying and maintaining tools of the trade. A receipt of proof of purchase shall be supplied to the Company.
- 17.02 On January first of each year, the Company shall supply two (2) pairs of coveralls to each mechanic.

## **ARTICLE XVIII – DISCIPLINE**

- 18.01 The Company shall notify in writing the Union and the Employee concerned of any disciplinary action taken.
- 18.02 The offenses set out in Schedule C are mutually and conclusively agreed to be proper and sufficient cause for immediate discharge.
- 18.03 Lesser offenses are dealt with as set out in Schedule D.
- 18.04 Disciplinary action taken under Schedule D will be removed from the Employee's file two (2) years from the date of receipt.

## **ARTICLE XIX – HEALTH AND SAFETY**

- 19.01 The Company and Employees agree to abide by the rules and regulations of the Occupational Health and Safety Act of Prince Edward Island.
- 19.02 There shall be a Health and Safety Committee composed of two (2) Employee representatives and two (2) representatives of the Company. The function of the Committee shall be to discuss health and safety issues of mutual concern to the parties. The Committee shall meet on a regular basis at a time convenient to the parties. The Employee members shall be paid for time spent at such meetings during their regular working hours.
- 19.03 Where required, Employees shall be supplied with, at the Company's expense, personal protective equipment including safety glasses, work gloves and rain suits. It is the

responsibility of the Employee to sign for and look after these items when in their possession. When damaged or destroyed in the line of work, the Company shall provide a replacement. Properly equipped first-aid kits shall be readily available at the work sites and shall be carried on all trucks.

- 19.04 An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day unless a medical practitioner states that the Employee is fit for further work.
- 19.05 The Company will pay the full cost of reducing an Employee's waiting period from seven to three days in reference to Company Health and Welfare Sick Benefits.
- 19.06 Employees with one (1) year seniority are entitled to eight (8) hours paid leave per year for medical appointments. Advance notice of the appointment must be given and a medical certificate may be required. There is no carryover of unused leave from year to year.
- 19.07 The Company and the Union agree that the provisions of the National Safety Code will be in effect at all times. The Company may request that an Employee obtain a Doctor's Certificate concerning any condition that may affect his driving or the safety of himself or others or while operating a vehicle in the course of his employment. If there is any cost for such medical certificate, the Company shall bear it.
- 19.08 New Employees shall be required to provide a Drivers Abstract as a condition of hire. All Employees are required to provide written permission to enable the Company to obtain a current copy of each Employee's Drivers Abstract upon request.
- 19.09 In the event that an Employee's motor vehicle license is revoked, suspended or restricted in any way, the Employee shall notify the Company prior to the commencement of such Employee's next shift.
- 19.10 In accordance with Provincial Occupational Health & Safety Legislation, each employee is required to wear protective clothing, work boots and (if required) prescription safety glasses. The Company agrees to pay an allowance to each employee to cover the employee's purchase of these personal protective safety items as follows:

Effective June 12, 2022 – \$240\*

Effective June 1, 2023 – \$240\*

If an employee has worked less than 1000 hours in the previous year, such payment shall be prorated and paid on the following basis:

$$\frac{\text{Actual hours worked January 1 to December 31 of previous year} \times \$240}{2000 \text{ Hours}}$$

\*The allowance will be paid, at the employee's request, any time in the next following calendar year (i.e. 2022 payment based on 2021 hours)

- 19.11 Employees employed on a continuous year round basis (unbroken time) shall receive one pair of insulated coveralls in each year of the contract.


**ARTICLE XX – DURATION OF AGREEMENT**

- 20.01 This Agreement is to remain in full force and effect from the effective date hereof until the expiry date hereof and further negotiations will be subject to and in accordance with the provisions of the Labour Act of Prince Edward Island.
- 20.02 This Agreement will be renewed automatically from year to year unless one party gives to the other notice in accordance with the provisions of the Labour Act of Prince Edward Island.
- 20.03 This Agreement shall be renegotiated if one party gives to the other party written notice that it wishes to commence negotiations. This notice may be provided any time after March 31<sup>st</sup> in the year during which the agreement expires. The other party shall be prepared to enter negotiations within fourteen (14) days from receipt of the notice. If the second party fails to respond within the required time, the party giving notice shall apply to the Minister of Labour and request that he take the appropriate action to force the other party to renegotiate the collective agreement.

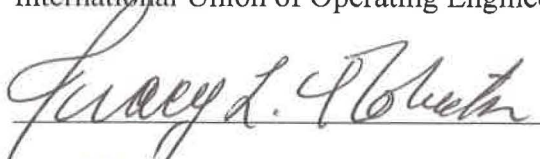
In witness whereof, the parties have executed this Agreement the 31 day of August, 2022 to be effective as of the 12<sup>th</sup> day of June, 2022 and to expire on the 9<sup>th</sup> day of June, 2024, unless renewed as herein provided.

On behalf of Schurman Concrete Limited,

  
\_\_\_\_\_  
Hans O. Klohn, President

  
\_\_\_\_\_  
Don C. Ishor, Vice President & General Manager

On behalf of Local 942 of the  
International Union of Operating Engineers,

  
\_\_\_\_\_

  
\_\_\_\_\_



SCHEDULE A

CHECK-OFF  
DUES, DEDUCTIONS AUTHORIZATION FORM

Employer's Authorization for the Deduction  
of Union Fees from an Employee's Wages and  
remitting same to Union

TO: (Name of \_\_\_\_\_  
Employer)

I hereby authorize you to deduct from my wages and pay to the International  
Union of Operating Engineers, Local \_\_\_\_ fees in the amount following:

- (1) INITIATION FEES in the amount of \$ \_\_\_\_\_.
- (2) DUES of \$ \_\_\_\_\_ per month.

or such other amount as is fixed from time to time as Dues by or in accordance  
with the Constitution or By-Laws of the International Union of Operating  
Engineers, Local \_\_\_\_ .

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE B

### TRADE CLASSIFICATIONS AND WAGE RATES

Employees of Schurman Concrete Limited shall receive wages according to the following classification schedule:

	12-Jun-22	12-Jun-23
Equipment Operators		
Concrete Pump - Main	\$24.30	\$25.05
Concrete Pump - Back-up	\$23.54	\$24.29
Front End Loader	\$23.54	\$24.29
Slinger Operator	\$23.54	\$24.29
Load Gate	\$23.38	\$24.13
Mechanic	\$24.20	\$24.95
Mechanic's Helper	\$23.54	\$24.29
Ready-Mix Truck Driver	\$23.05	\$23.80
Tractor Trailer Driver	\$20.81	\$21.56
Tandem/Single Axle Truck Driver	\$22.88	\$23.63

Employees employed under the Concrete Pump – Main Operator rate shall be exempt from the provision of lay-off provision of Article 8.01.

The Concrete Pump – Back-up Operator shall be on standby and available to operate the Concrete Pump as requested by the Company.

#### Probationary Rate

A probationary wage rate of \$2.00 less than the classification rate shall apply for the first 310 hours worked and \$1.00 less than the classification rate for the next 310 hours worked.

All Employees shall be qualified to perform the duties required of the trade classification for which they are employed.

## SCHEDULE C

The following are mutually agreed and conclusively deemed to be cause for immediate discharge;

1. Reporting for work with abilities impaired by alcohol and/or illicit drugs.
2. Possessing or drinking any alcoholic beverage and/or illicit drugs on the Company's premises, or in the Company's vehicles during working hours.
3. Falsifying time cards or other records.
4. Deliberately punching the time clock for another Employee.
5. Marking or erasing or altering time cards.
6. Misuse or removal from the plant – properties or vehicles, without proper authorization, Company materials, products or property.
7. Theft or misappropriation of Company's property, or the property of other Employees.
8. A revoked, suspended or restricted driver's license, due to a serious infraction, of any Employee who occupies a position requiring a valid class of license.

The Company reserves the right to immediately discharge Employees for other just causes. When an Employee is discharged, the Company shall notify in writing, the Employee concerned, and the Employee Representative.

## SCHEDULE D

### DISCIPLINARY RULES AND PENALTIES: LESSOR OFFENSES

1. The following are mutually agreed and deemed to be cause for immediate suspension for a period not exceeding two (2) weeks, without pay;

- a) refusing or failing to follow instructions or to do work as assigned;
- b) refusing to obey orders of Foreman, or other members of the supervisory staff
- c) restricting output;
- d) threatening, intimidating or coercing Employees or members of the supervisory staff.

2. For breach of the rules and regulations listed in the Plant, and including any revisions or additions thereto, the Employee will be disciplined;

- a) in the first instance, by warning or reprimand which does not involve loss of work or loss of pay as a part of such warning or reprimand;
- b) in the second instance, at the option of the Company, suspension of employment for a period not exceeding two (2) weeks, without pay;
- c) subsequent violations are conclusively deemed to be cause for immediate discharge.

## SCHEDULE E

### **SNOW REMOVAL**

1. Excluding holidays straight time shall be paid for all hours worked on snow removal between the hours of 6:00 a.m. to 6:00 p.m. All other hours on snow removal will be held in an Employee hour bank, with every ten (10) hours of work credit the employer shall credit the Employee an additional two (2) hours of work credits. These hours shall be taken in time off or at the straight time rate of pay previous to the end of the company pay year, whichever the Employee decides.
2. Employees temporarily assigned or transferred to Snow Removal, with that rate being higher than his own, he is entitled to receive the higher rate from the beginning of his work period.

**SCHEDULE F**

**LETTER OF UNDERSTANDING**

Between: Schurman Concrete Limited

And: Local 942 of the International Union of Operating Engineers

Date: August 31, 2022

Re: Retroactive Pay

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The Company will multiply for each eligible Employee, all hours paid to such Employee at a rate of **\$2.50** per hour from **June 12, 2022** up to the signing date of this Agreement.

The Company will pay each eligible employee the difference in increase in the meal allowance in accordance with Article 10.02 from **June 12, 2022** up to the date of signing of this Agreement.

The Company will pay each eligible employee the difference in increase in the Employer RRSP contributions in accordance with Article 15 from **June 12, 2022** up to the date of signing of this Agreement.

To qualify for such retroactivity payments, the Employee must have been eligible to vote on the ratification of this Agreement.

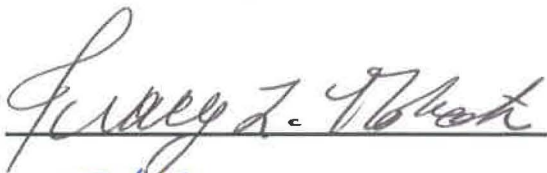
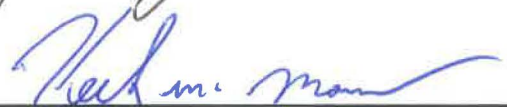
On behalf of the Company,


On behalf of the Union,

**SCHURMAN CONCRETE LIMITED**

**LOCAL 942 OF THE  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS**

  
\_\_\_\_\_  
Hans O. Klohn, President

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

  
\_\_\_\_\_  
Don C. Isnor, Vice President &  
General Manager